



Amendment No. 10
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
WorkQuest
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the service location below to the Parks and Recreation Department (PARD) Service Locations, Exhibit 3 of the contract.

Facility Name	Location	Building POC
Brentwood Pool	6710 Arroyo Seca Street Austin, TX 78757	Paul Slutes Email: Paul.Slutes@austintexas.gov Phone: 512-974-9341

- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Add Austin Convention Center Department, Exhibit 1 (ACCD Scope), and Exhibit 2 (Contractor's Price List) 08/30/2019	\$0.00	\$288,250.00
Amendment No. 2: Option 1 – Extension 09/14/2019 – 09/13/2020 Administrative Increase 09/14/2019	\$364,550.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 09/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations and Exhibit 3 10/29/2019	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00
Amendment No. 6: Option 2 – Extension 09/14/2020 – 09/13/2021 Note: Corrections made to order of Amendment No. 1 and 2 06/05/2020	\$309,200.00	\$980,500.00
Amendment No. 7: Add Montopolis Historic School & Beverly S. Sheffield Education Center 10/26/2020	\$0.00	\$980,500.00
Amendment No. 8: Add Austin Public Health and Exhibit 4 10/29/2020	\$0.00	\$980,500.00
Amendment No. 9: Add Emergency Medical Service and Exhibit 5 12/03/2020	\$0.00	\$980,500.00
Amendment No. 10: Add Brentwood Pool 02/04/2021	\$0.00	\$980,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

WORKQUEST

 2/5/2021

Signature & Date:

Abby Monk

Regional Marketing Manager

WorkQuest

1011 East 53rd ½ Street

Austin, TX 78751-1703

(512) 451-8145

amonk@workquest.com

CITY OF AUSTIN

 02/08/2021

Signature & Date:

Matthew Duree

Procurement Manager

City of Austin

Purchasing Office

124 W. 8th Street, Ste.310

Austin, Texas 78701



Amendment No. 10
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Noles Pest Services, LLC
dba Pestmaster Services of Austin
and the
City of Austin

- 1.0 The City hereby hereby amends the above referenced contract to add the service location below to the Parks and Recreation Department (PARD) Service Locations, Exhibit 3 of the contract.

Facility Name	Location	Building POC
Brentwood Pool	6710 Arroyo Seca Street Austin, TX 78757	Paul Slutes Email: Paul.Slutes@austintexas.gov Phone: 512-974-9341

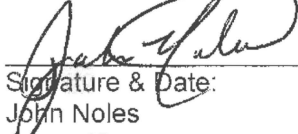
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- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**NOLES PEST SERVICES, LLC D/B/A
PESTMASTER SERVICES OF AUSTIN**

 2-4-2021

Signature & Date:
John Noles
Owner/Operator
Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628
pestmaster@suddenlink.net

CITY OF AUSTIN

 02/08/2021

Signature & Date:
Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



Amendment No. 9
 To
 Contract No. 7400 NC180000045
 For
 Integrated Pest Management Services with Exclusion Services
 Between
 Noles Pest Services, LLC
 dba Pestmaster Services of Austin
 and the
 City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Emergency Medical Services (EMS) Department, Service Locations, Exhibit 5 to this contract.

Responsible Department:	Emergency Medical Services
Department Contact Person:	William Alderete
Department Contact Email Address:	William.Alderete@austintexas.gov
Department Contact Telephone:	512-978-0485
Invoice Address:	EMSAP@austintexas.gov; EMSPurchasing@austintexas.gov

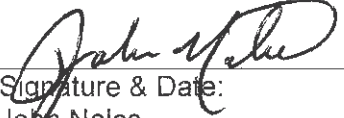
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- 5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**NOLES PEST SERVICES, LLC D/B/A
PESTMASTER SERVICES OF AUSTIN**

 12-3-2020

Signature & Date:
John Noles
Owner/Operator
Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628
pestmaster@suddenlink.net

CITY OF AUSTIN

Matthew Duree Digitally signed by Matthew Duree
Date: 2020.12.07 14:21:10 -06'00'

Signature & Date:
Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701

Emergency Medical Services (EMS) Department
Service Locations
Exhibit 5

BUILDING	ADDRESS	ZIP CODE	SQ. FT.
EMS Station 1/Dist Cmdr 04	3616 South 1st St	78704	3,100
EMS Station 2	6601 Manchaca Rd	78745	926
EMS Station 4/Dist Cmdr 6	1201 Webberville Rd	78721	2,870
EMS Station 5/Dist Cmdr 2	5710 N Lamar	78752	3,682
EMS Station 6	401 E 5th Street	78701	825
EMS Station 7	8989 Research Blvd	78758	1,378
EMS Station 8	5211 Balcones Dr.	78731	1,626
EMS Station 10	5228 Duval Rd	78727	1,235
EMS Station 11	5401 McCarty Ln	78749	827
EMS Station 12	5309 E Riverside Dr	78741	1,960
EMS Station 13	1330 E. Rundberg	78753	778
EMS Station 14	7200 Berkman	78752	4,166
EMS Station 15	400 Ralph Ablanado	78748	1,602
EMS Station 16	7701 River Place Blvd	78726	1,432
EMS Station 17	2507 Foster Ave	78703	3,260
EMS Station 18/Demand 6	1021 W. Braker Lane	78758	1,405
EMS Station 19	10111 Anderson Mill Rd.	78750	1,716
EMS Station 20	11112 Old San Antonio	78748	1,500
EMS Station 21	1295 S. Capital of Tx Hwy	78746	1,000
EMS Station 22	3605 Allegiance Ave	78645	700
EMS Station 23	405 W Parsons St	78653	1,200
EMS Station 24	9019 Elroy Rd	78617	700
EMS Station 25	18310 Park Dr	78645	1,500
EMS Station 26	21311 State Hwy 71 W.	78669	200
EMS Station 27	10041 Lake Creek Pkwy	78729	1,800
EMS Station 28/Dist Cmdr 01	Nuckols Crossing/Village Square	78744	5,000
EMS Station 29/Dist Cmdr 03	12711 Harrisglenn	78753	1,500
EMS Station 30	2454 Cardinal Loop	78617	1,500
EMS Station 31	11401 Escarpment Blvd	78748	1,500
EMS Station 32	9211 Circle Drive	78736	200
EMS Station 33	4518 James Wheat St	78723	3,168
EMS Station 34	9421 Spectrum Dr	78717	1,500
EMS Station 35	11265 Harris Branch Pkwy	78754	910
EMS Station 36	7019 Elroy Rd	78617	2,000
EMS Station 36 / Garage	7019 Elroy Rd	78617	1,800
EMS Station 37	14312 Hunters Bend Rd	78725	1,200
Demand Station 1	2006 East 4th St	78702	900
Demand Station 2	12010 Brodie Lane	78748	1,000
Demand Station 3	1705 South Congress		1,000
Demand Station 4	3400 Andtree Blvd	78724	2,000
Demand Station 5	11612 Four Iron Dr	78750	500
Demand Station 7	3800 Hudson Bend Rd	78734	1,000
Demand Station 8	4010 FM 1327	78610	1,000
Demand Station 9	12531 West State Hwy. 71 Apt. 1201	78738	1,400
EMS Clinical Practice	517 S. Pleasant Valley	78741	568
EMS Academy	4201 Ed Bluestein	78725	4,000
EMS Supply	4201 Ed Bluestein	78722	9,745
Communications	715 E. 8th (4th Floor)	78701	500
EMS Administrative Offices (RBJ Bldg)	15 Waller Street	78702	12,700



Amendment No. 9
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
WorkQuest
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Emergency Medical Services (EMS) Department, Service Locations, Exhibit 5 to this contract.

Responsible Department:	Emergency Medical Services
Department Contact Person:	William Alderete
Department Contact Email Address:	William.Alderete@austintexas.gov
Department Contact Telephone:	512-978-0485
Invoice Address:	EMSAP@austintexas.gov ; EMSPurchasing@austintexas.gov

- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

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Initial Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
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- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

WORKQUEST


Signature & Date: 12/07/2020
Abby Monk
Regional Marketing Manager
WorkQuest
1011 East 53rd ½ Street
Austin, TX 78751-1703
(512) 451-8145
amonk@workquest.com

CITY OF AUSTIN


Signature & Date: Digitally signed by Matthew Duree
Matthew Duree Date: 2020.12.07 14:20:50 -06'00'
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701

Emergency Medical Services (EMS) Department
Service Locations
Exhibit 5

BUILDING	ADDRESS	ZIP CODE	SQ. FT.
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Amendment No. 8
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
WorkQuest
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Austin Public Health Department (APH) Service Locations, Exhibit 4 to this contract.

Responsible Department:	Austin Public Health
Department Contact Person:	Filip Gecic
Department Contact Email Address:	Filip.Gecic@austintexas.gov
Department Contact Telephone:	512-972-5602
Invoice Address:	HHSDAPInvoices@austintexas.gov

- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

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WORKQUEST



10/29/2020

Signature & Date:

Abby Monk

Regional Marketing Manager

WorkQuest

1011 East 53rd ½ Street

Austin, TX 78751-1703

(512) 451-8145

amonk@workquest.com

CITY OF AUSTIN

Matthew Duree

Digitally signed by Matthew Duree
Date: 2020.11.05 09:52:27 -06'00'

Signature & Date:

Matthew Duree

Procurement Manager

City of Austin

Purchasing Office

124 W. 8th Street, Ste.310

Austin, Texas 78701

**Ausitn Public Health
Service Locations
Exhibit 4**

Facility Name	Location	Building Manager
ProLodge4	7400 North IH35 Austin, TX 78752	Filip Gecic Filip.Gecic@austintexas.gov (512) 974-5602
ProLodge5	2711 IH35 South Austin, TX 78741	Filip Gecic Filip.Gecic@austintexas.gov (512) 974-5602



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Department Contact Person:	Filip Gecic
Department Contact Email Address:	Filip.Gecic@austintexas.gov
Department Contact Telephone:	512-972-5602
Invoice Address:	HHSDAPInvoices@austintexas.gov


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BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin**

 **10/29/20**
Signature & Date:
John Noles
Owner/Operator

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628
pestmaster@suddenlink.net

CITY OF AUSTIN

Matthew Duree

Digitally signed by Matthew Duree
Date: 2020.11.05 10:00:54 -06'00'

Signature & Date:
Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701

**Ausitn Public Health
Service Locations
Exhibit 4**

Facility Name	Location	Building Manager
ProLodge4	7400 North IH35 Austin, TX 78752	Filip Gecic Filip.Gecic@austintexas.gov (512) 974-5602
ProLodge5	2711 IH35 South Austin, TX 78741	Filip Gecic Filip.Gecic@austintexas.gov (512) 974-5602



Amendment No. 7
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Noles Pest Services, LLC
dba Pestmaster Services of Austin
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the service location below to the Parks and Recreation Department (PARC) Service Locations, Exhibit 3 of the contract.

Facility Name	Location	Building Manager
Montopolis Historic School	500 Montopolis Dr.	Steve Martel Steven.Martel@austintexas.gov (512) 974-9529
Beverly S. Sheffield Education Center	2201 William Barton Dr.	Michael Adair Michael.Adair@austintexas.gov (512) 974-6350

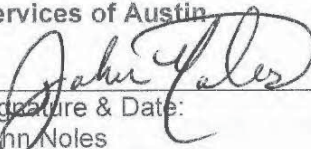
- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Add Austin Convention Center Department, Exhibit 1 (ACCD Scope), and Exhibit 2 (Contractor's Price List) 08/30/2019	\$0.00	\$288,250.00
Amendment No. 2: Option 1 – Extension 09/14/2019 – 09/13/2020 Administrative Increase 09/14/2019	\$364,550.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 09/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARC Service Locations and Exhibit 3 10/29/2019	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00
Amendment No. 6: Option 2 – Extension 09/14/2020 – 09/13/2021 Note: Corrections made to order of Amendment No. 1 and 2 06/05/2020	\$309,200.00	\$980,500.00
Amendment No. 7: Add Montopolis Historic School & Beverly S. Sheffield Education 10/26/2020	\$0.00	\$980,500.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin**


Signature & Date:
John Noles
Owner/Operator

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628
pestmaster@suddenlink.net

CITY OF AUSTIN

Matthew Duree

Digitally signed by Matthew Duree
Date: 2020.10.27 09:20:47 -05'00'

Signature & Date:
Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



Amendment No. 7
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
WorkQuest
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the service location below to the Parks and Recreation Department (PARD) Service Locations, Exhibit 3 of the contract.

Facility Name	Location	Building Manager
Montopolis Historic School	500 Montopolis Dr.	Steve Martel Steven.Martel@austintexas.gov (512) 974-9529
Beverly S. Sheffield Education Center	2201 William Barton Dr.	Michael Adair Michael.Adair@austintexas.gov (512) 974-6350

- 2.0 The total Contract amount is unchanged. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Add Austin Convention Center Department, Exhibit 1 (ACCD Scope), and Exhibit 2 (Contractor's Price List) 08/30/2019	\$0.00	\$288,250.00
Amendment No. 2: Option 1 – Extension 09/14/2019 – 09/13/2020 Administrative Increase 09/14/2019	\$364,550.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 09/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations and Exhibit 3 10/29/2019	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00
Amendment No. 6: Option 2 – Extension 09/14/2020 – 09/13/2021 Note: Corrections made to order of Amendment No. 1 and 2 06/05/2020	\$309,200.00	\$980,500.00

Amendment No. 7: Add Montopolis Historic School & Beverly S. Sheffield Education Center 10/26/2020	\$0.00	\$980,500.00
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- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

WORKQUEST


 Signature & Date: 10/27/2020
 Abby Monk
 Regional Marketing Manager
 WorkQuest
 1011 East 53rd 1/2 Street
 Austin, TX 78751-1703
 (512) 451-8145
amonk@workquest.com

CITY OF AUSTIN


 Signature & Date: Digitally signed by Matthew Duree
 Matthew Duree Date: 2020.10.27 09:21:03 -05'00'
 Procurement Manager
 City of Austin
 Purchasing Office
 124 W. 8th Street, Ste.310
 Austin, Texas 78701



Amendment No. 6
To
Contract No. NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Workquest
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be September 14, 2020 through September 13, 2021. Two options will remain.
- 2.0 The City hereby corrects the administrative errors listed below. The Total Contract Amount is not affected:
- 2.1. Per their dates, Amendment No. 1 and 2 were in the wrong order. This has been corrected.
 - 2.2. Amount of "\$364,550.00" displayed in Amendment No. 5 should be \$304,550.00.
 - 2.3. Note in Amendment No. 5 referring to "Administrative Increase for \$60,000.00 for PARD" was in error. It has been deleted.
- 3.0 The total contract amount is increased by \$309,200.00 by this extension period, each and combined. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/14/2018 – 09/13/2019	\$288,250.00	\$288,250.00
Amendment No. 1: Add Austin Convention Center Department, Exhibit 1 (ACCD Scope), and Exhibit 2 (Contractor's Price List) 08/30/2019	\$288,250.00	\$288,250.00
Amendment No. 2: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 09/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations and Exhibit 3 10/29/2019	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00
Amendment No. 6: Option 2 – Extension 09/14/2020 – 09/13/2021 Note: Corrections made to order of amendments 06/05/2020	\$309,200.00	\$980,500.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 The City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: **Sandy Wirtanen**

Digitally signed by Sandy Wirtanen
DN: cn=Sandy Wirtanen, o=City of Austin,
ou=Purchasing Office,
email=sandy.wirtanen@austintexas.gov, c=US
Date: 2020.08.25 07:24:07 -05'00'

Sandy Wirtanen
Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Workquest
and the
City of Austin

- 1.0 The City hereby adds an administrative increase of \$17,500 to the above referenced contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020 Administrative increase for \$60,000 for PARD	\$364,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 9/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations Exhibit 3	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties

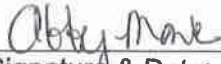
Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

WORKQUEST

 3/12/2020
Signature & Date:
Abby Monk
Regional Marketing Manager
Workquest
1011 East 53rd ½ Street
Austin, TX 78751-1703
(512) 451-8145
amonk@tibh.org

CITY OF AUSTIN

erin.dvincent@austintexas.gov
as.gov

Digitally signed by
erin.dvincent@austintexas.gov
DN: cn=erin.dvincent@austintexas.gov
Date: 2020.03.17 13:34:37 -05'00'

Signature & Date:
Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



Amendment No. 6
To
Contract No. NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Noles Pest Services, LLC
dba Pestmaster Services of Austin
and the
City of Austin

- 1.0 The City hereby exercises this Unilateral Extension Option for the subject contract. This extension option will be September 14, 2020 through September 13, 2021. Two options will remain.
- 2.0 The City hereby corrects the following error: Due to the date of their action, Amendment No. 1 and 2 were in the wrong order. This amendment places them in the correct order. The Total Contract Amount is not affected.
- 3.0 The total contract amount is increased by \$309,200.00 by this extension period, each and combined. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Add Austin Convention Center Department, Exhibit 1 (ACCD Scope), and Exhibit 2 (Contractor's Price List) 08/30/2019	\$0.00	\$288,250.00
Amendment No. 2: Option 1 – Extension 09/14/2019 – 09/13/2020 Administrative Increase 09/14/2019	\$364,550.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 09/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations and Exhibit 3 10/29/2019	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00
Amendment No. 6: Option 2 – Extension 09/14/2020 – 09/13/2021 Note: Corrections made to order of Amendment No. 1 and 2 06/05/2020	\$309,200.00	\$980,500.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 The City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.
- 7.0 All other terms and conditions remain the same.

BY THE SIGNATURE affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sandy

Sign/Date:

Wirtanen

Digitally signed by Sandy Wirtanen
DN: cn=Sandy Wirtanen, o=City of
Austin, ou=Purchasing Office,
email=sandy.wirtanen@austintexas.
gov, c=US
Date: 2020.08.25 07:28:15 -05'00'

Sandy Wirtanen
Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 5
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Noles Pest Services, LLC D/B/A Pestmaster Services of Austin ("Contractor")
and the
City of Austin

- 1.0 The City hereby adds an administrative increase of \$17,500 to the above referenced contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020 Administrative increase for \$60,000 for PARD	\$364,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 9/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations Exhibit 3	\$0.00	\$653,800.00
Amendment No. 5: Administrative Increase for Financial Services Department 03/11/2020	\$17,500.00	\$671,300.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties

Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**NOLES PEST SERVICES, LLC D/B/A
PESTMASTER SERVICES OF AUSTIN**

 3-11-2020

Signature & Date:

John Noles

Owner/Operator

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin

108 Clear Springs Road

Georgetown, Texas 78628

pestmaster@suddenlink.net

CITY OF AUSTIN

erin.dvincent@austintexas.gov

Digitally signed by
erin.dvincent@austintexas.gov
DN: cn=erin.dvincent@austintexas.gov
Date: 2020.03.17 13:34:52 -05'00'

Signature & Date:

Matthew Duree

Procurement Manager

City of Austin

Purchasing Office

124 W. 8th Street, Ste.310

Austin, Texas 78701



Amendment No. 4
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Workquest
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Parks and Recreation Department (PARD) Service Locations, Exhibit 3 to the contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 9/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARD Service Locations Exhibit 3	\$0.00	\$653,800.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties

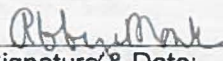
Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.


BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

WORKQUEST


Signature & Date: 10/29/2019
Abby Monk
Regional Marketing Manager

Workquest
1011 East 53rd ½ Street
Austin, TX 78751-1703
(512) 451-8145
amonk@tibh.org

CITY OF AUSTIN


Signature & Date: 10/24/17
Jo Gutierrez
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



Amendment No. 4
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Noles Pest Services, LLC D/B/A Pestmaster Services of Austin ("Contractor")
and the
City of Austin

- 1.0 The City hereby amends the above referenced contract to add the Parks and Recreation Department (PARC) Service Locations, Exhibit 3 to the contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 9/23/2019	\$61,000.00	\$653,800.00
Amendment No. 4: Add PARC Service Locations Exhibit 3	\$0.00	\$653,800.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties

Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

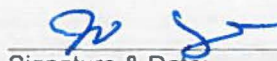
BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**NOLES PEST SERVICES, LLC D/B/A
PESTMASTER SERVICES OF AUSTIN**

 10-25-19
Signature & Date:
John Noles
Owner/Operator

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628
pestmaster@suddenlink.net

CITY OF AUSTIN

 10-29-19
Signature & Date:
Jo Gutierrez
Procurement Specialist III

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

EXHIBIT 3
PARKS & RECREATION DEPARTMENT
PEST CONTROL SERVICE LOCATIONS
MA 7400 NC180000045

FACILITY NAME	LOCATION	BUILDING MANAGER PHONE NUMBER	TREATMENT FREQUENCY	SQUARE FOOTAGE	SCHEDULED DAY OF SERVICE
Alamo Recreation Center	2100 Alamo St.	Ben Rustenhave 512-974-5680	Monthly	5,250	2nd Thursday
Asian American Resource Center	8401 Cameron Rd.	Sona Shah 512-974-1690	Monthly	15,964	1st Tuesday
Austin Memorial Park Cemetery	2800 Hancock Dr.	Tonja Walls-Davis 512-978-2324	Monthly	1,862	AS NEEDED
Austin Nature and Science Center	301 Nature Center Dr.	Kathy Maddox 512-974-3865	Quarterly	7,468	16th & 23rd
Austin Recreation Center	1301 Shoal Creek Blvd.	Sean Hill 512-978-2372	Monthly	16,450	1st week
Austin Tennis Center	7800 Johnny Morris Road	Lonnie Lyman 512-974-3921	Monthly	1,400	5
Burnett 'Blondie' Pharr Tennis Center	4201 Brookview Rd.	Lonnie Lyman 512-974-3921	Monthly	1,839	5
Caswell Tennis Center	2312 Shoal Creek Blvd.	Lonnie Lyman 512-974-3921	Monthly	1,628	5
Central Maintenance Complex at Town Lake Metro Par	2525 South Lakeshore Blvd	Steve Martel 512-974-9529	Monthly	18,917	varies
Charles Page Zilker Clubhouse	200 Zilker Clubhouse Rd.	Tony Savage 512-974-1254	Quarterly	2,089	AS NEEDED
Chestnut House	1183 Chestnut	Victor Davis 512-978-2470	Monthly	3,000	AS NEEDED
Conley-Guerrero Senior Activity Center	808 Nile St.	West Baxter 512-978-2666	Monthly	17,990	AS NEEDED
Danny G McBeth Annex Building	2401 Columbus Dr.	Sara Carlson 512-974-9012	Monthly	3,600	AS NEEDED
Danny G McBeth Recreation Center	2401 Columbus Dr.	Sara Carlson 512-974-9012	Monthly	7,350	AS NEEDED
Decker Lake (Walter E. Long)	6614 Blue Buff	Darrell Dawson 512-927-8363	Quarterly	800	AS NEEDED
Deep Eddy Office Building	400 Deep Eddy Ave.	Trish Porter 512-978-2606	Quarterly	4,320	AS NEEDED

EXHIBIT 3
PARKS & RECREATION DEPARTMENT
PEST CONTROL SERVICE LOCATIONS
MA 7400 NC180000045

FACILITY NAME	LOCATION	BUILDING MANAGER PHONE NUMBER	TREATMENT FREQUENCY	SQUARE FOOTAGE	SCHEDULED DAY OF SERVICE
Dittmar Recreation Center & Gym	1009 W Dittmar Rd.	Clay Shelton 512-974-6090	Monthly	6,405	AS NEEDED
Doris Miller Auditorium	2300 Rosewood Ave.	Victor Davis 512-978-2470	Monthly	12,986	AS NEEDED
Dottie Jordan Recreation Center	2803 Loyola Ln.	Ben Rustenhave 512-978-2380	Monthly	2,520	2nd Monday
Dougherty Arts Center	1110 Barton Springs Rd.	Guiniviere Webb 512-974-4019	Monthly	24,600	1st Friday
Dove Springs Recreation Center	5801 Ainez Dr.	Dwayne Anderson 512-974-3840	Monthly	18,000	AS NEEDED
Elizabeth Ney Museum	304 E 44th St.	Oliver Franklin 512-974-1626	Monthly	4,000	AS NEEDED
Emma S Barrientos Mexican American Cultural Center	600 River St.	Herlinda Zamora 512-974-3771	Monthly	35,070	AS NEEDED
Fiesta Gardens	2101 Jesse Segovia	Jimmy Cone 512-391-0402	Monthly	3,000	AS NEEDED
George Washington Carver Cultural Facility	1165 Angelina St.	Bamidele Demerson 512-974-3650	Monthly	30,665	AS NEEDED
George Washington Carver Museum: Geneology Center	1161 Angelina St.	Cynthia Evans 512-974-4381	Monthly	1,869	AS NEEDED
Givens Recreation Center	3811 E 12th St.	George Freeman 512-974-2430	Monthly	17,812	AS NEEDED
Gustavo 'Gus' L. Garcia Recreation Center	1201 E Rungberg Ln.	Delano Brown 512- 978-2523	Monthly	19,200	23
Hancock Recreation Center	811 E 41st St.	Devon Farber 512-974-2434	Monthly	13,834	13
Jack W. Robinson Parks and Recreation Dept Main Office	200 S Lamar Blvd.	Ann Galabeas 512-974-6702	Monthly	15,041	AS NEEDED

EXHIBIT 3
PARKS & RECREATION DEPARTMENT
PEST CONTROL SERVICE LOCATIONS
MA 7400 NC180000045

FACILITY NAME	LOCATION	BUILDING MANAGER PHONE NUMBER	TREATMENT FREQUENCY	SQUARE FOOTAGE	SCHEDULED DAY OF SERVICE
Joseph and Susanna Dickinson Hannig Museum	409 E 5th St.	Melissa Parr 512-974-3832	Monthly	1,473	AS NEEDED
Kreig Baseball Complex	517 N. Pleasant Valley	Ashley McLerran 512-978-2672	Monthly	624	AS NEEDED
Lamar Senior Activity Center 1&2	2874 Shoal Crest Ave.	Jerilyn Rainosek 512-474-5921	Monthly	11,589	AS NEEDED
Lorraine 'Grandma' Camacho Activity Center	35 Robert T Martinez Jr St.	Ryan Eaker 512-978-2424	Quarterly	7,500	AS NEEDED
Mayfield House	3805 W 35th St.	Darrell Dawson 512-927-8363	Monthly	1,500	AS NEEDED
Metz Recreation Center	2401 Canterbury St.	Milly Hernandez 512-978-2399	Monthly	6,610	AS NEEDED
Montopolis Recreation Center	1200 Montopolis Dr.	Michelle Rojas 512-978-2300	Monthly	17,071	Closed for construction, facility to open summer 2020
Nash Hernandez Building	1621 Nash Hernandez Sr Rd.	Steve Martel 512-974-9529	Quarterly	2,800	AS NEEDED
Northwest Recreation Center	2913 Northland Dr.	Kent Mason 512-974-6972	Monthly	20,436	AS NEEDED
O. Henry Museum	409 E 5th St.	Melissa Parr 512-974-3832	Monthly	1,327	AS NEEDED
Oakwood Annex Cemetery Building	1600 Comal St.	Tonja Walls-Davis 512-978-2324	Monthly	416	AS NEEDED
Oakwood Cemetery Chapel	1601 Navasota Street	Laura Esparza 512-974-4001	Monthly	1,024	AS NEEDED
Old Bakery and Emporium	1006 Congress Ave.	J Savannah 512-974-1314	Monthly	7,346	15
Oswaldo A.B. Cantu-PanAmerican Recreation Center	2100 E 3rd St.	Davan Bjornaas 512-476-9193	Monthly	22,726	AS NEEDED

EXHIBIT 3
PARKS & RECREATION DEPARTMENT
PEST CONTROL SERVICE LOCATIONS
MA 7400 NC180000045

FACILITY NAME	LOCATION	BUILDING MANAGER PHONE NUMBER	TREATMENT FREQUENCY	SQUARE FOOTAGE	SCHEDULED DAY OF SERVICE
PARD Annex A	919 W 28th Half St.	Ricardo Soliz 512-974-9452	Monthly	11,700	AS NEEDED
PARD Annex B	2818 San Gabriel	Mark MacDougal 512-577-7126	Monthly	6,402	AS NEEDED
Park Ranger Station at the Zilker Caretaker Cottage	2105B Andrew Zilker	Tony Savage 512-974-1254	Quarterly	1,400	AS NEEDED
Parque Zaragoza Recreation Center	2608 Gonzales St.	Claudia Rocha 512-978-2460	Monthly	17,500	AS NEEDED
Pickfair Community Center	11002 Pickfair Dr.	Ben Rustenhaven 512-974-1320	Monthly	2,480	1st Wednesday
Delores Duffie Recreation Center	1182 Pleasant Valley Drive	Victor Davis 512-978-2470	Monthly	10,494	AS NEEDED
South Austin Recreation Center	1100 Cumberland Rd.	Marcos Nates 512-978-2440	Monthly	17,693	20
South Austin Senior Activity Center	3911 Manchaca Rd.	Kelly Maltsberger 512-978-2400	Monthly	13,300	AS NEEDED
South Austin Tennis Center	1000 Cumberland Rd.	Lonnie Lyman 512-974-3921	Monthly	2,438	AS NEEDED
Turner Roberts Recreation Center & Aux Gym	7201 Colony Loop Dr.	Janet Moore 512-978-2697	Monthly	29,406	AS NEEDED
Virginia L. Brown Recreation Center	7500 Blessing Ave.	Bismallah Loggins 512-974-7866	Monthly	4,210	AS NEEDED
Walnut Creek Maintenance Center	1401 Cedar Bend Drive	Darrell Dawson 512-927-8363	Monthly	200	AS NEEDED
Zilker Botanical Gardens	2200 Barton Springs Rd.	Merideth Jiles 512-974-2084	Monthly	4,700	AS NEEDED
Jimmy Clay Roy Kizer Golf Course	5400 Jimmy Clay Drive	Nick Smitham 512-974-1515	Pro Shop Monthly	Pro Shop 2,700	AS NEEDED
	Austin, TX 78744		Maintenance Quarterly	Maintenance 1,500	AS NEEDED

EXHIBIT 3
PARKS & RECREATION DEPARTMENT
PEST CONTROL SERVICE LOCATIONS
MA 7400 NC180000045

FACILITY NAME		LOCATION	BUILDING MANAGER PHONE NUMBER	TREATMENT FREQUENCY	SQUARE FOOTAGE	SCHEDULED DAY OF SERVICE
Lions Golf Course		2901 Enfield Rd.	Michael Branski 512-472-0684	Caretaker house Quarterly	Caretaker house 1,000	AS NEEDED
		Austin, Texas 78703		Pro Shop Monthly	Pro Shop 5,000	AS NEEDED
Morris Williams Golf Course		3851 Manor Road	Jason Chapman 512-974-2400	Maintenance Quarterly	Maintenance 4,000	AS NEEDED
		Austin, Texas 78723		Pro Shop Monthly	Pro Shop 4,500	AS NEEDED
AB Cantu Pan American Recreation Center		2100 E 3rd St	DeVon Odems 512-978-2690	Monthly	18,700	AS NEEDED



Amendment No. 3
To
Contract No. 7400 NC180000045
For

Integrated Pest Management Services with Exclusion Services
Between
Workquest
and the
City of Austin

- 1.0 The City hereby adds an administrative increase of \$61,000 to the above referenced contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 9/23/2019	\$61,000.00	\$653,800.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

WORKQUEST

Abby Monk 9/23/2019
Signature & Date:
Abby Monk
Regional Marketing Manager

Workquest
1011 East 53rd ½ Street
Austin, TX 78751-1703
(512) 451-8145
amonk@tibh.org

CITY OF AUSTIN

M. Duree 10/1/19
Signature & Date:
Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



Amendment No. 3
To
Contract No. 7400 NC180000045
for
Pest Control Services
between
Noles Pest Services, LLC D/B/A Pestmaster Services of Austin ("Contractor")
and the
City of Austin

- 1.0 The City hereby adds an administrative increase of \$61,000 to the above referenced contract.
- 2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00
Amendment No. 3: Administrative Increase for Austin Convention Center Department 9/23/2019	\$61,000.00	\$653,800.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 5, 2016 through February 14, 2021.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and made a part of the above referenced contract.

**NOLES PEST SERVICES, LLC D/B/A
PESTMASTER SERVICES OF AUSTIN**

 9/23/2019

Signature & Date:
John Noles
Owner/Operator

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628
pestmaster@suddenlink.net

CITY OF AUSTIN

 10-1-19

Signature & Date:
Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701



**Amendment No. 2
To
Contract No. 7400 NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Workquest
and the
City of Austin**

- 1.0 The City hereby amends the above referenced contract to add the Austin Convention Center Department (ACCD), to the contract.
- 2.0 The City hereby amends the above referenced contract to add Exhibit 1 Scope of Work - Austin Convention Center with its attachments and Exhibit 2 – Contractor's price list.
- 3.0 The City hereby amends the contract to add Noles Pest Services, LLC D/B/A Pestmaster Services of Austin as the primary provider of services for the Austin Convention Center. Effective immediately, upon signature by the City.
- 4.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 09/14/2018 – 09/13/2019	\$228,250.00	\$228,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00
Amendment No. 2: Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$592,800.00

- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the

Federal Government, as indicated by the General Services Administration (GSA)
List of Parties Excluded from Federal Procurement and Non-Procurement
Programs, the State of Texas, or the City of Austin.

7.0 This City of Austin contract is associated with Government Services
Administration (GSA) contract GS-06F-0013L. The effective GSA term is
February 5, 2016 through February 14, 2021.

8.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this amendment is hereby incorporated and
made a part of the above referenced contract.

 
Signature & Date:

Print Name: 
Authorized Representative

Workquest
1011 East 53rd ½ Street
Austin, TX 78751-1703
(512) 451-8145
amonk@tibh.org

 
Signature & Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste.310
Austin, Texas 78701

Exhibit 1 –Scope of Work - Austin Convention Center Department
Exhibit 2 – PestMaster Price List

Corrected Amendment No.
on 09/03/2019



Amendment No. **2**
to
Contract No. 7500 NC180000045
for
Pest Control Services
between
Noles Pest Services, LLC D/B/A Pestmaster Services of Austin ("Contractor")
and the
City of Austin, Texas

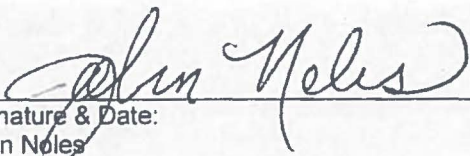
- 1.0 The City hereby amends the above referenced contract to add the Austin Convention Center Department (ACCD), to the contract.
- 2.0 The City hereby amends the above referenced contract to add Exhibit 1 Scope of Work - Austin Convention Center with its attachments and Exhibit 2 – Contractor's price list.
- 3.0 The City hereby amends the contract to add Noles Pest Services, LLC D/B/A Pestmaster Services of Austin as the primary provider of services for the Austin Convention Center. Effective immediately, upon signature by the City.
- 4.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/4/2018 – 10/3/2019	\$0.00	\$1,520,400.00
Amendment No. 2 : Add Austin Convention Center Department, Exhibit 1 – ACCD scope Exhibit 2 - Contractor's Price List	\$0.00	\$1,520,400.00

- 4.0 MBE/WBE goals were not established for this contract.
- 5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.


Signature & Date:
John Noles
Owner/Operator

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin
108 Clear Springs Road
Georgetown, Texas 78628


 8-30-19
Signature & Date:
Cyrenthia Ellis, Procurement Manager
City of Austin Purchasing Office

Exhibit 1 –Scope of Work - Austin Convention Center Department
Exhibit 2 – PestMaster Price List

Revised 8/4/2014

EXHIBIT 1
SCOPE OF WORK – AUSTIN CONVENTION CENTER
PEST CONTROL SERVICES

1.0 PURPOSE

The City of Austin (City) seeks to establish a Contract with a qualified Vendor (Contractor) who has proven experience in providing pest and termite control services. This Contract will be utilized by the Austin Convention Center Department (ACCD) facilities. It is the goal of ACCD to implement an Integrated Pest Management (IPM) program as a strategy for control and elimination of pests in and around our facilities and in compliance with our Indoor Integrated Pest Control Management Policy.

The City reserves the right to unilaterally add or remove City departments and facilities at the City's discretion. Pricing for additional facilities shall be provided in Category C and D in Section 0605; Cost Proposal Sheet in order for the City to allow additional facilities to be added. All services shall be rendered at the location specified at the time of City's delivery order (DO) issuance.

It is the City's preference to award a single contract for its pest and termite control service needs; however, the City reserves the right to make multiple awards based on convenience or any criteria deemed by the City to be most advantageous.

2.0 BACKGROUND

The business nature of ACCD is to serve its clients and provide a safe and usable space to rent for their events, meetings, and or shows. With that in mind, pests must be kept to a minimum. As a result, a threshold will be established with the Contract Manager or designee and a monthly and weekly treatment and inspection plan will be implemented to minimize call backs or disruption of scheduled events.

Services will be Integrated Pest Management (IPM) based and will utilize a specific list of pesticides approved by the City (refer to Attachment A: Pesticides Approved for Use at City of Austin Facilities) and in compliance with Attachment D: ACCD Indoor Integrated Pest Management Policy. The following description details the department's understanding of the Scope of Work (SOW) and type of IPM program services to be provided by the Contractor.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment. Refer to the School Integrated Pest Management Action Plan requirements for more detailed information on effective pest control: <https://schoolipm.tamu.edu/forms/pest-management-plans>.

3.0 DEFINITIONS

3.1.1 Call Back - A call back is defined as requiring the Contractor to provide services prior to or between routine maintenance due to: Contractor's incomplete/inadequate service, to address a concern or an event that was not realized during routine maintenance, when treatment was not provided during a prior service call, or other related unscheduled services. A need for call back services shall be determined by ACCD's Contract Manager or designee and shall be available 24 hours, 7 days a week. All call backs, including expedited call backs shall be included in the monthly or weekly fee for pest control services and shall not be billed separately.

3.2 Category – A structural pest control category as determined by the Texas Department of Agriculture (TDA) and defined by Texas Administrative Code (TAC), Title 4, Part 1,

EXHIBIT 1
SCOPE OF WORK – AUSTIN CONVENTION CENTER
PEST CONTROL SERVICES

Chapter 7, Subchapter H, Division 2, Rule 7.125. Individuals performing pest control services are required by TDA to be licensed in each category of service being performed. The categories are: pest control, termite control, lawn and ornamental, structural fumigation, commodity fumigation, weed control and wood preservation.

- 3.3 **CCA** - Certified Commercial Applicator as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as an individual licensed by TDA as a certified commercial applicator (CCA) in the category(ies) to perform pest control services, identifications and control measures required in this specification under the indirect supervision of the responsible certified commercial applicator (RCCA).
- 3.4 **Control** - The periodic eradication of existing infestation, within practical limits and includes the prevention of re-infestation. Acceptability levels of pest population within any building or area shall be determined by the Contract Manager or designee.
- 3.5 **Expedited Services** - Those services determined by the Contract Manager or designee to be hazardous or detrimental to the health of City employees or negatively affect operations.
- 3.6 **Insecticide** - Type of pesticide chemical used to specifically target and kill insects. This includes bait boxes, traps, glue boards and other non-chemical applications.
- 3.7 **Inspection** - detailed survey notating observations of building cleanliness, pest attractants such as improper food storage and wet or damp areas, and opportunities for pest entry into building.
- 3.8 **Pesticides** – Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest. It also includes any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant.
- 3.9 **Safety Data Sheets (SDSs)** –identifies the chemical and its hazard classification, composition/Information on ingredients, first-aid measures, fire-fighting measures, accidental release measures, handling and storage requirements, exposure controls/personal protection, physical and chemical properties, stability and reactivity, toxicological/ecological information, disposal considerations, transport information, and regulatory information.
- 3.10 **RCCA** – Responsible Certified Commercial Applicator as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as a CCA designated by the structural pest control business license holder to be responsible for training and supervision of all pest control operations of the business.
- 3.11 **Structural Pest Control Business License** – Defined by Texas Administrative Code (TAC), Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.2.1 as a business license issued by TDA and required for any individual or business engaged in structural pest control services for compensation and is required for each business locations, including branch offices.

4.0 ACCD SERVICE LOCATIONS

- 4.1 Contractor shall treat the buildings described below irrespective of actual area. ACCD facilities include the following:
 - 4.1.1 **Austin Convention Center (ACC)** (500 East Cesar Chavez) is a LEED certified building consisting of approximately 881,400 square feet, five (5) exhibit halls,

EXHIBIT 1
SCOPE OF WORK – AUSTIN CONVENTION CENTER
PEST CONTROL SERVICES

two (2) production kitchens, five (5) break rooms, eight (8) dressing rooms with showers, five (5) concession areas, 19 meeting rooms, seven (7) ball rooms, countless storage rooms/closets, janitor closets, and 50 or so bathrooms ranging in size. The weekly food and beverage areas to service is approximately 20,000 square feet.

- 4.1.2 **2nd Street Parking Garage** (201 East 2nd Street) is approximately 353,000 square feet which includes 12,000 square feet of leased office space that contains restrooms and breakrooms. The actual garage area has one (1) restroom and two (2) toll booths. Parking garage is 10 stories with 1,000 parking spaces.
- 4.1.3 **5th Street Parking Garage** (601 East 5th Street) is approximately 249,255 square feet which includes 5,000 square feet of office space with restrooms and break room. The parking garage is five (5) stories, 685 parking spaces. Another 15,000 square feet of office space is under development.
- 4.1.4 **Palmer Events Center (PEC)** (900 Barton Springs Road) is in the process of becoming a LEED certified building and consists of approximately 131,000 Square feet, two (2) exhibit halls, warming kitchen, two (2) concessions areas, janitor closets, storage areas, five (5) meeting rooms, around five (5) restrooms, and two (2) break areas. The weekly food and beverage areas to service is approximately 2,000 square feet.
- 4.1.5 **Palmer Events Center Parking Garage** (900 Barton Springs Road) is approximately 590,000 square feet, two (2) restrooms, one (1) break area.
- 4.1.6 **Trask House** (217 Red River Street) is approximately 1,161 square feet, break room and restrooms.
- 4.1.7 **Castleman Bull House** (201 Red River Street) is approximately 4,282 Square feet and is currently not occupied.
- 4.1.8 **Warehouse** (US Hwy 183 S., Austin, Texas 78742) planned construction of an approximately 30,000 gross square foot mixed use building. This facility has not been constructed yet and will not need services for 2-3 years.

5.0 CONTRACTOR'S MINIMUM QUALIFICATIONS

The Contractor shall:

- 5.1 Be a Texas Department of Agriculture (TDA) Commercial Structural Pesticide Applicator licensed company engaged in the business of providing commercial pest control services for a minimum of three (3) years within the last five (5) years.
- 5.2 Have previous IPM experience or a Reduced Impact Pest Control Service designation as defined by the Texas Structural Pest Control Service. Contractor's experience shall be clearly described in their proposal.
- 5.3 Operate, on a full-time basis, a pest control business, have a permanent business address, telephone, adequate equipment and materials, with a minimum of five (5) technicians trained and licensed in pesticide application to perform the services

EXHIBIT 1
SCOPE OF WORK – AUSTIN CONVENTION CENTER
PEST CONTROL SERVICES

specified herein. The City reserves the right to inspect equipment to be used in the performance of this Contract.

- 5.4 Provide and maintain a telephone dispatch system that is operational 24 hours per day, seven (7) days per week, and 365 days per year (including holidays). Telephone answering machines do not meet the requirements of this paragraph. Notification for service by Contract Manager or designee will be e-mail or phone.

6.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall:

- 6.1 Ensure all employees assigned to this Contract are licensed and certified as Pest Control Applicators through TDA, as defined by Texas Department of Agriculture to handle and apply any pesticide products that may be needed to implement the IPM program. Expired licenses are not acceptable.

6.1.1 The City reserves the right to request and obtain copies of licenses on all Contractor personnel performing work on City property. The Contractor shall provide requested copies within three (3) business days.

- 6.2 Comply with applicable federal, state and local laws, standards and regulations necessary to perform the services, including, but not limited to, the following agencies or regulations:

- 6.2.1 U.S. Department of Labor, OSHA Safety and Health Standards
- 6.2.2 U.S. Environmental Protection Agency Standards
- 6.2.3 State of Texas, Structural Pest Control Service Regulations
- 6.2.4 State of Texas Department of Agriculture Regulations
- 6.2.5 City of Austin Pesticide and Hazardous Materials Regulations and Ordinances
- 6.2.6 City of Austin's Resolution No. 20180628-071

- 6.3 Be responsible for the implementation of a structural IPM plan.

6.3.1 Submit a written IPM plan within five (5) business days after the completion of the initial inspection stating how the IPM will be applied and an action plan for each pest identified herein.

- 6.4 Make prior arrangements with the Contract Manager or designee to obtain security access badges for access to the building(s) for performance of the service.

- 6.5 Perform an initial inspection of all facilities within ten (10) business days after Contract execution to evaluate and identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation at each designated location. Exact date and time for the initial inspections shall be determined by the Contract Manager or designee.

- 6.6 Provide the Contract Manager or designee with a written pest control management plan within ten (10) business days after the final initial inspection of all ACCD facilities.

6.6.1 The Contractor's pest control management plan shall outline any site-specific structural, sanitary or operational changes that shall eliminate sources of pests, food, water, harborage and access.

6.6.2 The Contractor shall provide an updated pest control management plan

EXHIBIT 1
SCOPE OF WORK – AUSTIN CONVENTION CENTER
PEST CONTROL SERVICES

document after services have been performed to the Contract Manager or designee throughout the term of the Contract, or upon request of the Contract Manager or designee.

- 6.7 Coordinate with the Contract Manager or designee 72 hours prior to or 24 hours after an inspection or after all IPM techniques have been exhausted to issue a notification to building occupants and employees when a pesticide of “not least-toxic option” or self-contained non-rodent bait is required.
- 6.8 Accept notification for service requests from Contract Manager or designee by e-mail.
- 6.9 Provide services 24 hours a day, seven (7) days a week, 365 days a year. The Contractor shall ensure daytime and nighttime technicians are available if service calls are received from ACCD.
- 6.10 Have available qualified staff to respond to multiple requests for services, at multiple locations, as requested by the Contract Manager or designee.
- 6.11 Understand and agree that the scheduling of City events take precedence over any other schedule(s) agreed to by the City and the Contractor. The Contractor shall not hold the City liable, financially or otherwise, if an alteration in the City schedule requires the City to reschedule services with the Contractor. The City will make every reasonable effort to immediately notify the Contractor of changes in the City schedule which may have an impact on any other schedule agreed to by the City and the Contractor.
- 6.12 Provide a Single Point of Contact (SPOC):
 - 6.12.1 Who is English-speaking, skilled, knowledgeable, and experienced in providing the types of services listed in this Scope of Work. The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
 - 6.12.2 Who shall inspect, monitor, and supervise the Contractor’s employees; ensuring adherence to the work schedule, safety requirements, and quality of work. The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.
 - 6.12.3 Who shall be available and on-call twenty-four (24) hours daily including weekends and holidays. Contractor shall provide the office number, email address, and cell phone number for the SPOC. During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor may provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this SOW and shall have the same authority as the SPOC.
- 6.13 Understand that Contractor shall not wash their tools or equipment on City property.
- 6.14 Understand all work is subject to inspection and acceptance by the Contract Manager or designee.
- 6.15 Understand in the event of conflict between this Scope of Work, manufacturer’s literature or any applicable codes, the terms that are most favorable to the City shall prevail, unless otherwise determined and notified by the City. The City will notify the Contractor of the City’s determination in writing.

EXHIBIT 1
SCOPE OF WORK – AUSTIN CONVENTION CENTER
PEST CONTROL SERVICES

- 6.16 Be fully responsible for any loss or damage caused by the Contractor or its Subcontractors, to rented or Contractor-owned equipment. The City shall not be charged for expenses incurred by the Contractor for loss or damage caused by the Contractor or its Subcontractor, to rented Contractor-owned equipment.
- 6.17 While onsite, remain in compliance to the City's Workforce and Security Clearance as described in Section 0400, Supplemental Terms and Conditions.
- 6.18 Not store equipment, supplies, pesticides or chemicals at ACCD. The Contractor shall properly dispose of all empty containers, used bait stations, rodents and pests, glue boards, leftover chemicals, and all other supplies offsite at the end of each service call.

7.0 SAFETY

The Contractor shall:

- 7.1 Be responsible for the enforcement of all safety requirements for any work performed under the Contract. If the Contractor fails or refuses to promptly comply with safety requirements, the Contract Manager or designee may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such order shall be made the subject of a claim for extension of time or for excess costs or damages to Contractor.
- 7.2 Not require any person to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to their health or safety. Contractor shall comply with all provisions of the Occupational Health and Safety Act (OSHA).
- 7.3 Ensure Contractor's personnel wears appropriate personal protection equipment, at all times.
- 7.4 Ensure the Contractor's personnel operating equipment or handling materials shall be fully trained in the safe operation of the equipment or materials.
- 7.5 Ensure the Contractor's personnel follow and apply safety practices prevailing in their applicable industry.
- 7.6 Ensure the Contractor blocks off and mark all work areas with appropriate safety signs and safety barricades/bollards to protect the public from injury.
- 7.7 Post safety warnings as necessary to ensure safe operations.
- 7.8 Immediately report the existence of unsafe condition(s), which have the potential to compromise the safety of personnel or completion of the service, to the Contract Manager or designee.
- 7.9 Perform all steps reasonably necessary to protect City property and persons from harm.
- 7.10 Be responsible for the safe use and application of all control measures used in the IPM program. Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

EXHIBIT 1
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- 7.11 Coordinate the timing and transportation of equipment or potentially hazardous materials to the work area. If transportation through the interior of a facility is required, the Contractor shall take every precaution to ensure public safety. Under no circumstances shall the Contractor transport equipment or materials through the interior of a facility without prior coordination with the Contract Manager or designee.
- 7.12 Comply with any other statutory requirements for clean air, clean water, toxic substances control, pollution control, resource conservation and recovery. All environmental protection matters, or questions shall be coordinated with the City.

8.0 HOURS OF SERVICE

- 8.1 Contractor labor rates shall be determined by the following Hours of Service:
 - 8.1.1 **REGULAR HOURS** shall be 5:00 a.m. through 5:00 p.m. Monday through Friday. Hourly rates for regular hours shall be in accordance with Section 0605, Cost Proposal Sheet.
 - 8.1.2 **NON-REGULAR HOURS** shall be: 5:01 p.m. through 4:59 a.m. Monday through Friday, all day Saturday and Sunday, and Holidays. Hourly rates for these non-regular hours may be charged to ACCD up to 150% (time and a half) of the regular hours.
 - 8.1.3 The Contractor shall not charge an overtime rate for services performed during non-regular hours that were requested to be performed, or could reasonably be completed, during regular business hours.

9.0 LABOR RATES

- 9.1 Unless otherwise designated by the Contract Manager or designee, the Contractor shall perform all services during Regular Hours, as defined above.
- 9.2 If the Contractor is unable to provide these services during the designated Regular Hours, the Contractor shall obtain written approval from the Contract Manager or designee to perform the services during Non-Regular Hours. The Contractor shall invoice at the hourly labor rate specified in Section 0605, Cost Proposal Sheet. If Contractor does not provide an hourly labor rate, no additional labor charges will be allowed through this contract.
- 9.3 In the event the City requests Other Services, the Contractor shall bill the City at the hourly labor rates specified in Section 0605, Cost Proposal Sheet. If Contractor does not provide an hourly labor rate, no additional labor charges will be allowed through this contract.

10.0 SCOPE OF WORK

10.1 GENERAL REQUIREMENTS

The Contractor shall:

- 10.1.1 Provide all labor, materials (glue boards, interior and exterior bait stations, odor bags, traps, etc.) and equipment necessary to meet requirements of the specified services throughout the term of the contract on weekly, monthly and on an as-needed basis. Any costs associated with meeting this requirement shall be included

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in the bid price and not charged separately.

- 10.1.2 Be responsible for providing service to monitor and adequately suppress pests in all areas and buildings specified herein including but not limited to: all types of rooms, closets, lounges, break areas, toilets, kitchens, pre-function and service hallways, meeting and ball rooms, exhibit halls, administration areas, stairwells, basements, attics, and storage rooms.
- 10.1.3 Be responsible for removing any litter, including dead animals, left as a result of pest elimination.
- 10.1.4 Perform rat and mouse infestation treatment in/on the ground adjacent to the building.
- 10.1.5 Ensure rodent and other animal traps are checked twice weekly, when deployed.
- 10.1.6 Perform interior and exterior facility pest treatment and inspection services, to include up to three (3) feet of the exterior perimeter, which may include grass and all adjoining sidewalks.
- 10.1.7 Identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation.
- 10.1.8 Respond to non-expedited requests for service within twelve (12) hours and be on site to perform service within 24 hours of initial request.
- 10.1.9 Respond to all call back requests (including non-expedited and expedited) within a four (4) hour period. The response time shall begin from the time a request is made by the Contract Manager or designee to the time the Contractor arrives to the requested location. The Contractor shall call the Contract Manager or designee within 30 minutes of arrival to the requested location.

10.2 MONTHLY PEST CONTROL TREATMENT

The Contractor shall:

- 10.2.1 Perform all monthly IPM services starting at 5 a.m. on a pre-determined weekday unless prior written approval has been given by the Contract Manager or designee of an alternative time or date.
- 10.2.2 Complete inspections during the monthly service. If more time is needed to assess pest activity or potential risks, the Contractor will notify the Contract Manager or designee via email and coordinate with the Contract Manager or designee to schedule more time.
- 10.2.3 Provide a monthly service bid price on Section 0605: Cost Proposal Sheet that includes the monthly inspections, treatments, bait stations, call backs and all labor, materials and equipment necessary to complete the monthly services at ACCD facilities.
- 10.2.4 Treat the following pests in the regular monthly service:

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- 10.2.4.1 Ants and ant mounds (all types)
- 10.2.4.2 Crawling Insects (centipedes/millipedes, etc.)
- 10.2.4.3 Crickets
- 10.2.4.4 Fleas
- 10.2.4.5 Flying Insects (small bee/wasp nests, etc.)
- 10.2.4.6 Gnats
- 10.2.4.7 Roaches (German and American)
- 10.2.4.8 Rodents (rats/mice)
- 10.2.4.9 Silverfish
- 10.2.4.10 Spiders
- 10.2.4.11 Scorpions
- 10.2.4.12 Squirrels
- 10.2.4.13 Ticks
- 10.2.4.14 Water Bugs

10.3 WEEKLY PEST CONTROL TREATMENT (FOOD & BEVERAGE AREAS)

The Contractor shall:

- 10.3.1 Perform weekly pest control treatment services in the food and beverage areas of ACC and PEC. There is approximately 20,000 square feet located throughout ACC and approximately 2,000 square feet located throughout PEC requiring weekly service. Hourly rate shall be all inclusive of service, labor, materials and equipment needed to provide requested weekly service at ACCD facilities.
- 10.3.2 Provide a weekly service bid price on Section 0605: Cost Proposal Sheet that includes the weekly inspections, treatments, bait stations, call backs and all labor, materials and equipment necessary to complete the services at ACCD facilities.
- 10.3.3 Treat the following pests in the regular weekly service:
 - 10.3.3.1 Ants (all types)
 - 10.3.3.2 Crawling Insects (centipedes/millipedes, etc.)
 - 10.3.3.3 Crickets
 - 10.3.3.4 Fleas
 - 10.3.3.5 Flying Insects (small bee/wasp nests, etc.)
 - 10.3.3.6 Gnats
 - 10.3.3.7 Roaches (German and American)
 - 10.3.3.8 Rodents (rats/mice)
 - 10.3.3.9 Silverfish
 - 10.3.3.10 Spiders
 - 10.3.3.11 Scorpions
 - 10.3.3.12 Squirrels
 - 10.3.3.13 Ticks
 - 10.3.3.14 Water Bugs

10.4 OTHER RELATED PEST CONTROL SERVICES

- 10.4.1 The Contractor shall provide other related services which may not be specified in, but are related to, this Scope of Work. Other Services shall be billed in accordance with the hourly rates of either Regular Hours or Non-Regular Hours, depending on when the services are provided.

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- 10.4.1.1 The contractor's hourly rate shall be all inclusive of service, labor, materials and equipment necessary to provide requested service at ACCD facilities and invoiced separately
- 10.4.2 The Contract Manager or designee will request services and, if applicable, the Contractor shall arrange a site-visit with the Contract Manager or designee.
 - 10.4.2.1 The Contractor shall respond to ACCD's request for other services or meet with the Contract Manager within two (2) business days of request to discuss the project. Upon request by the Contract Manager, a written estimate of the total cost of work, ("Estimate") will be submitted to the Contract Manager within three (3) business days and at no additional cost to ACCD.
 - 10.4.2.2 Contractor's submission of the Estimate shall be evidence that the Contractor has familiarized himself/herself with the nature and extent of the work, inspected the surrounding conditions, and the equipment, materials and labor required for the work to be done.
- 10.4.3 The Contractor's estimate for the other related services shall be in writing and shall include:
 - 10.4.3.1 An estimate of the total cost of the work, including an itemized cost estimate with labor and materials (if applicable) needed to complete the service.
 - 10.4.3.2 A description of service(s) to be performed, including the location
 - 10.4.3.3 A recommended schedule with a proposed start and finish date/timeframe.
- 10.4.4 The Contract Manager, or designee, will review the Estimate and if in agreement, will issue a written notice to proceed in the form of a Delivery Order (DO) issued by the City.
 - 10.4.4.1 The Contractor shall acknowledge receipt of the DO by sending an email confirmation to the Contract Manager or designee and schedule a date and time for the services to begin.
- 10.4.5 If the Contract Manager or designee does not agree with the Estimate as presented, the Contract Manager or designee will contact the Contractor to discuss and resolve. Once in verbal agreement, the Contractor shall submit a revised Estimate for approval to the Contract Manager or designee in one (1) business day, or at a time mutually agreed to between the Contractor and the Contractor Manager or designee.
- 10.4.6 The Contractor shall complete the work within the time stated in the Estimate. The Contractor shall notify the Contract Manager or designee upon completion of the services.
- 10.4.7 The Contractor shall request additional time if the Contractor determines that the services being performed cannot be completed as specified in the Estimate. The Contractor and the Contract Manager or designee shall mutually agree to a new date for completion of work. Under no circumstances shall the Contractor leave

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services unfinished without prior approval/arrangement of the Contract Manager or designee.

10.4.8 The Contractor shall provide the following other related services

10.4.8.1 Treat the following pests on an as-needed basis:

- 10.4.8.1.1 Bats
- 10.4.8.1.2 Bed Bugs
- 10.4.8.1.3 Bee/wasp swarms and hives
- 10.4.8.1.4 Birds
- 10.4.8.1.5 Feral Cats
- 10.4.8.1.6 Opossums
- 10.4.8.1.7 Raccoons
- 10.4.8.1.8 Snakes
- 10.4.8.1.9 Termites (priced per linear foot).

10.4.8.1.9.1 The Contractor shall provide a bid price for termite treatment services per linear foot (Section 0605: Cost Proposal Sheet). Bid price shall be all inclusive of treatment services, labor, materials and equipment necessary to provide termite treatment services at ACCD facilities.

10.4.8.1.9.2 Contractor's employee(s) performing termite control services shall hold a current and active Commercial Pest Control Applicator License for Termite Control. The City reserves the right to request a copy of the license prior to any termite control work commencing.

10.4.8.2 Other pest control services not specified above.

10.5 EXPEDITED SERVICES

10.5.1 The City may require the Contractor to respond to expedited pest control services upon requests from the Contract Manager or designee. The City shall have the sole and final authority in determining when expedited services are needed.

The Contractor shall:

10.5.2 Be available to perform expedited services 24 hours a day, seven (7) days a week, 365 days a year.

10.5.3 Respond or acknowledge an expedited request within one (1) hour of notification by the Contract Manager or designee.

10.5.4 Be onsite to perform expedited pest control services within two (2) hours of Notification by the City. Response time shall begin from the time the call is made to the time the Contractor's technician signs in at the facility.

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- 10.5.5 Provide a complete Expedited cost estimate with an estimated completion time to the City within two (2) hours, of Notification. (if applicable to the Expedited service).
- 10.5.6 Invoice expedited services according to the hourly rates provided on the Cost Proposal Sheet; Section 0605. Hourly rate shall be inclusive of service, labor, materials and equipment necessary to provide requested emergency services at ACCD facilities.
- 10.5.7 Understand expedited call-back service shall be at no additional cost to the City.
- 10.5.8 Understand during expedited services, all other provisions of this Contract shall apply.

11.0 SERVICE TICKETS

- 11.1 The Contractor shall provide a service ticket for each service performed signed by the Contract Manager or designee. Service ticket shall include:
 - 11.1.1 the date and location of service,
 - 11.1.2 what service was performed,
 - 11.1.3 rates for service,
 - 11.1.4 service ticket number, and
 - 11.1.5 summary of findings, recommendations and if call back services will be required.
- 11.2 All service ticket numbers shall be referenced on Contractor's invoice for payment approval by the City.

12.0 CHEMICAL AND PESTICIDE USE

The Contractor shall:

- 12.1 Use non-pesticide methods of control when possible as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.
- 12.2 Not use chlorpyrifos or neonicotinoid pesticides are on City property, per the City of Austin Resolution No 20180628-071.
- 12.3 Only apply glyphosate in accordance with IPM principles and ensures compliance with the explicit elements of the City of Austin's Resolution No 20180628-071.
- 12.4 Ensure pesticides and insecticides applications shall be restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from the Contract Manager or designee prior to application. No surface application or space spray may be applied while building occupants or employees are present.
- 12.5 Ensure application of pesticide in any inside or outside area will not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for

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preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Contract Manager or designee on a case-by-case basis. Written approval from Contract Manager or designee is required prior to preventive pesticide application.

- 12.6 Ensure rodent control inside buildings is handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from Contract Manager or designee is required prior to interior rodenticide treatment application.
- 12.7 Provide inside and outside treatment, including but not limited to, the placement of rat, mice or rodent control bait in and around the building, as required, in areas and in devices that shall prevent ingestion by other animals and prevent access by the public.
- 12.8 Clearly identify bait boxes, bait blocks or feeding stations to prevent against accidents and take the necessary precautions to reduce the possibility of accidents to humans and domestic animals.
- 12.9 Provide copies of Safety Data Sheets (SDS) to Contract Manager or designee at each site treated for all materials or chemicals used under this Contract.
- 12.10 Only use approved pesticides listed in Attachment D: ACCD Integrated Pest Control Management Policy at ACCD. The following is a list of all approved pesticides for use by ACCD or Contractor to target the appropriate species:
 - 12.10.1 EcoPCO AR-X
 - 12.10.2 Advion Ant Gel
 - 12.10.3 Advion Ant Bait
 - 12.10.4 Advion Roach Gel
 - 12.10.5 Dupont Arilion
 - 12.10.6 Niban Granular
 - 12.10.7 Talstar*
 - 12.10.7.1 *Denotes a "not least-toxic option". Only applied in emergency situations (refer to page 5, Emergency Application) and requires special written notification (refer to page 5, Universal Notification and the Pesticide Review Document).
- 12.11 Not use pesticide products not listed in the ACCD Indoor Integrated Pest Management Policy unless approved in writing by the Contract Manager or designee.
- 12.12 Use insecticide bait formulations for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical and approved in writing by the Contract Manager or designee.
- 12.13 Apply the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to to minimize risks when pesticide use is necessary.

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- 12.14 Submit a written request requesting to use alternative pesticides or insecticides not approved through this Scope of Work to the Contract Manager or designee prior to application. The City reserves the right to approve or disapprove alternative pesticides and insecticides. Unauthorized use of unapproved pesticides or insecticides may be cause for cancellation of Contract.
- 12.15 Store all chemicals or compounds in a locked company vehicle when not in use, while on premises. Chemicals shall not be left unattended in an unlocked area on City property.
- 12.16 Understands traps, bait boxes, glue boards and indoor trapping devices are to be located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Locations of these items are to be noted on the Contractor's Monthly/Weekly Pest Control Service Tickets submitted to the Contract Manager or designee.
- 12.17 Understands all rodenticides, regardless of packaging, are to be placed in EPA approved tamper-resistant bait boxes and located in areas not accessible to children, pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.
- 12.18 Apply pest control products in accordance with the pesticide manufacturer's recommendations and in accordance with applicable regulatory standards. No pesticide shall be used in any manner inconsistent with its labeling. All pesticides that may be needed in the IPM program shall be properly labeled for the control of the target pests against which they are being used and strictly adhere to label instructions.

13.0 PERSONNEL UNIFORMS

While performing work on City property, Contractor's personnel shall wear uniforms with the Contractor's name clearly displayed on the shirt, company issued photo identification badges, and personal protective equipment.

14.0 TRANSPORTATION AND PARKING

The Contractor shall provide all transportation required to perform the work. Contractor shall park its vehicles in areas designated by the City at the Contractor's expense, if any. All vehicles shall be clearly marked with the Contractor's or subcontractor's name on both sides of each vehicle. Magnetic signs are acceptable.

15.0 WARRANTY

The Contractor shall attach a copy of company's service warranty with their proposal.

16.0 REPORTS AND RECORDS

The Contractor shall:

- 16.1 Provide, after each inspection, call back, or treatment service, the Contract Manager or designee with a written report describing any unusual conditions and advising the department of any housekeeping, structural, or procedural modifications that may be needed to adequately suppress pests, if applicable. If a control measure is applied, the report will contain a brief description and justification of the control measure used to correct the issue. Contractor shall use Attachment B Integrated Pest Management Quality Control Log for reporting purposes.

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16.2 Provide a monthly IPM Pesticide Application Log (Refer to Attachment C) to the Contract Manager or designee, which contains the following information:

- 16.2.1 Notification to Occupants (Yes or No)
- 16.2.2 Notification to Occupants: Date, time and Method of Notification
- 16.2.3 Application: Date and Time
- 16.2.4 Name of Applicator
- 16.2.5 Targeted Pests
- 16.2.6 Pesticide Trade Name, Active Ingredient, Environmental Protection Agency Registration Number
- 16.2.7 Least Toxic? (Yes or No)
- 16.2.8 Copy of Notification to Occupants to be attached to monthly Log

16.3 Provide monthly inspection reports for LEED documentation requirements.

17.0 INVOICES

17.1 Contractor's Invoices for services shall be submitted on a monthly basis after services has been completed. All invoices will be submitted directly to the Austin Convention Center Department. Invoices should include the following information:

- 17.1.1 Company name and address for remittance
- 17.1.2 Telephone number
- 17.1.3 Complete 16-digit delivery order (DO) number
- 17.1.4 City of Austin's Contract Number
- 17.1.5 Invoice Date and unique invoice number
- 17.1.6 Date(s) of service
- 17.1.7 Facility name and location where service was rendered
- 17.1.8 Service Ticket number
- 17.1.9 Detailed description of services provided
- 17.1.10 Identify whether inspection or treatment services and pesticide chemicals used
- 17.1.11 Itemized cost for service period

18.0 SUSTAINABILITY

18.1 ACCD sustainability goals are to reduce exposure of building occupants and employees to potentially hazardous chemical, biological and particulate contaminants which may adversely affect air quality, human health, building finishes, building systems and the environment. In an effort to ensure effective services with limited harmful effects on building occupants and employees, the following sustainability practices are to be used.

The Contractor shall:

18.1.1 Comply with the requirements of Attachment D: ACCD Indoor Integrated Pest Management Policy and rely on frequent inspections, monitoring and reporting of sanitary and structural recommendations to correct or eliminate any discrepancies and to help minimize use of any chemicals.

18.1.2 Ensure implementation and compliance with the policy, the Contractor shall maintain and provide the Contractor Manager or designee with the following items so the City can evaluate the Policy's performance:

18.1.2.1 Monthly/Weekly Pest Control Service Tickets which verify compliance with Policy during the performance period.

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18.1.2.2 Monthly IPM Pesticide Application Log

18.1.2.3 IPM Quality Control Log

18.1.2.4 Provide pesticide specifications and SDSs for each type of pesticide used, prior to service being performed.

19.0 OMISSIONS

Any requirements omitted from this specification, which are clearly necessary for the completion of this work, should be noted by the bidder in their bid submittal (see Section 0605 Cost Proposal Sheet).

20.0 CITY REQUIREMENTS CITY'S RESPONSIBILITIES

The City will:

- 20.1 Host a kickoff meeting with the Contractor and Contract Manager or designee to discuss the contract requirements and expectations prior to contractual services being performed.
- 20.2 Provide Contractor with Contract Manager or designee's contact information as the primary point of contact.
- 20.3 Provide the names of the points of contact for each designated location.
- 20.4 Provide email notification of service schedule(s) prior to the Contractor beginning work.
- 20.5 Review and approve or decline any and all chemicals not approved through this Scope of Work to be used by Contractor to perform pest control services.
- 20.6 Post any signage provided by Contractor concerning pest control services as deemed necessary.
- 20.7 Provide any Consumer Information Sheets, provided by the Contractor, to City employees.
- 20.8 Inform the Contractor of any restrictions or areas requiring special scheduling.
- 20.9 Make reasonable arrangements to make building(s) available to the Contractor for the performance of service under the purchase order.
- 20.10 Will escort the Contractor's personnel to all locked areas.
- 20.11 Identify and discuss with the Contractor any known problem areas or specific pest problems in the building.
- 20.12 Respond to Contractor's written requests to alter service dates within three (3) business days from receipt of the request.
- 20.13 Provide issued access badges to Contractor's key personnel.

21.0 ATTACHMENTS

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- 21.1 Attachment A: Pesticides Approved for Use at City of Austin Facilities
- 21.2 Attachment B: Integrated Pest Management Quality Control Log
- 21.3 Attachment C: Monthly IPM Pesticide Application Log
- 21.4 Attachment D: ACCD Indoor Integrated Pest Management Policy

PESTICIDES APPROVED FOR USE at CITY OF AUSTIN FACILITIES

INSECTICIDES	DEVICES	TERMITICIDES	HERBICIDES	RODENTICIDE
	PROTECTA LP BAIT BOX γ	TIM BOR γ		LIQUID TOX γ
	PROTECTA RTU γ	PREMISE 75		CONTRAC SUPER SIZE BLOX γ
BIO-PATH BAIT STATIONS γ	PEST-I-FOAM γ	BIO-BLAST γ	Finale	TALON WEATHERBLOK γ
BORID DUST γ	HAV-A-HART CAGES (Squirrel & Raccoon) γ	FIRST LINE TERMITE BAIT STATION γ	20% Vinegar	CONTRAC BLOKS γ
CONQUER EC	MOUSE SNAP TRAPS γ		912 HERBICIDE Not used by Service Center IPM Dept.	All of the above are on green list when used in tamper resistant bait stations
DEMAND CS	GOLDSTICK W/SEX ATTRACTANT γ		AMINE 4 Not used by Service Center IPM Dept.	
DRAX ANT BAIT GEL γ	CATCHMASTER INSECT MONITOR γ			
GENTROL - POINT SOURCE γ	VICTOR FLYING INSECT TRAP γ			
GENTROL IGR γ	TRAPPER RAT GLUE BOARDS γ			
KICKER γ at less than 5%	EATON'S 4 THE BIRDS γ			
LARVA LUR γ	IPM FOAM γ			
MAXFORCE ANT BAIT GRANULES γ	CATCHMASTER 72MB γ			
MAXFORCE ROACH BAIT STATION-SM γ	RAT SNAP TRAPS γ			
MAXFORCE ANT BAIT STATION γ	HARDWARE CLOTH γ			
MAXFORCE ROACH BAIT GEL γ	BIRD NETTING γ			
NIBAN FG ROACH BAIT γ	BIRD-B-GONE γ			
ORGANIC PLUS γ				

PESTICIDES APPROVED FOR USE at CITY OF AUSTIN FACILITIES


INSECTICIDES	DEVICES	TERMITICIDES	HERBICIDES	RODENTICIDE
LEGEND: <ul style="list-style-type: none"> γ Green (products with CAUTION labels) Yellow (products with WARNING labels) o Red (products with DANGER labels) mixing ratios qualify the product as selective 				
OUTSMART γ				
PRECOR 2000				
PT-170X CLUDE γ				
PT-230 TRI-DIE				
PT-240 PERMA DUST γ				
PT-310 AVERT-DUST γ				
PT-320 AVERT-BAIT GEL γ				
PT-370 ASCEND γ				
PT-515 WASP FREEZE				
PT-565 PYRETHRINS γ				
PT-565 PLUS XLO γ				
ULD BP-100 γ				
ADVANCE ANT GRANULAR BAIT γ				
SIEGE BAIT GEL γ				
TERRO ANT KILLER II γ				
LEGEND: <ul style="list-style-type: none"> γ Green (products with CAUTION labels) Yellow (products with WARNING labels) o Red (products with DANGER labels) mixing ratios qualify the product as selective 				



ATTACHMENT B
Integrated Pest Management Quality Control Form

Contract Manager	
Pest Control Company	

[illegible]

Policy Indoor Integrated Pest Control Management			
Effective Date	September 1, 2019	Revision No.	2
Approval		Date	9/1/19
Title	Mark Tester, Director	Effective Period	Policy is reviewed semi-annually and is in effect until rescinded.

Purpose

Provide guidelines to reduce exposure of building occupants and employees to potentially hazardous conditions by offering pest controls which preserve air quality, human health, building finishes, building systems and the environment.

Applies To: ☒ Austin Convention Center ☒ Palmer Events Center and Parking Garage
☒ Trask House
☒ 2nd Street Parking Garage ☒ 5th Street Parking Garage

ACCD Employees; Subcontractors; All Chemical pesticides and insecticides used in ACCD facilities, including Exterior; and All pest management practices implemented by ACCD and subcontractor

Definitions, Abbreviations, Acronyms & Symbols

ACCD	Austin Convention Center Department
COA	City of Austin
Crack and Crevice Treatment	Treatment in which formulated insecticide is not visible to a by-stander during or after the application process.
EPA	United States Environmental Protection Agency
IPM	Integrated Pest Management
Policy	Indoor Integrated Pest Control Management
LEED-EB	Leadership in Energy and Environmental Design for Existing Buildings
MSDS	Material Safety Data Sheets
Service Provider	An individual or company hired by ACCD or client to perform a specific task or project.

Roles & Responsibilities	
ACCD Management	Update ACCD Policies & Procedures Manual to include the policy.
Employee	Abides by policy and completes required training, if applicable.
Maintenance Contract Manager	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Educating Maintenance employees on IPM practices, products and procedures in compliance with the State Contract TXMAS-14-03FAC070 and service provider. • Notifying building occupants and employees, in writing, when a pesticide is a "not least-toxic option" and needs to be applied in buildings or surrounding grounds. Notification is sent no less than seventy-two (72) hours before pesticide application under normal conditions and twenty-four (24) hours after pesticide application in emergency conditions. • Maintaining and providing Sustainability Coordinator with the following: <ul style="list-style-type: none"> ◦ IPM Quality Control Log ◦ Pesticide Application Log ◦ Pesticide specifications and MSDS for each type of pesticide used ◦ Monthly Pest Control Inspection Sheets (refer to page 4, <i>Routine Inspections and Monitoring</i>) ◦ Quarterly Pest Control Inspection Sheet with supporting documentation from service provider ◦ Copies of written notifications of pesticide applications which are "not least-toxic option" ◦ Statement verifying compliance, continued existence and operation with policy, if it has not changed since the previous LEED-EB filing
Maintenance	Follow basic guidelines for IPM practices, products and procedures.
Maintenance Manager	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Ensuring ACCD abides by State Contract #TXMAS-14-03FAC070 with service provider for pest control services and is in compliance with contract.
Sustainability Coordinator	<p>Responsibilities include:</p> <ul style="list-style-type: none"> • Ensuring ACCD abides by LEED-EB IPM requirements. • Monitoring documentation received from Maintenance Contract Manager and providing all documentation to Maintenance Manager for assessment and compliance with the policy. • Reviewing policy on a semi-annual basis for updates, compliance, efficiency and effectiveness.

ACCD Responsibilities

ACCD is required to:

Develop, implement and maintain an integrated pest control management policy.

Abide by City, State and Federal laws, regulations or ordinances pertaining to acquiring and use of pest control services.

ACCD Goals

To reduce exposure of building occupants and employees to potentially hazardous chemical, biological and particulate contaminants which may adversely affect air quality, human health, building finishes, building systems and the environment.

Integrated Pest Control Management

In an effort to ensure effective services with limited harmful effects on building occupants and employees, the following sustainability practices are used by Maintenance for pest control:

Austin Convention Center Department

IPM techniques must be utilized as the first step in eliminating pests prior to the use of any type of chemical pesticides or insecticides.

IPM techniques on-site include keeping the site's animal and insect populations under control by limiting their food sources and their means of entry into the building and onto the site. The following IPM techniques must be performed prior to application of pesticides by ACCD on-site:

- Cleaning food service areas and break rooms frequently
- Fixing dripping faucets or leaking pipes
- Cleaning all spills promptly
- Eliminating clutter to minimize hiding places for pests
- Employing the use of baits, traps and other control strategies before considering the use of pesticides
- Designing landscaping features to eliminate safe havens for pests
- Keeping shrubs and other plants at least eighteen inches (18") from the building
- Installing barriers to prevent pests from entering the building, including, sealing cracks, crevices, and holes in external walls
- Maintaining proper seals around doors and windows
- Performing routine site inspections and monitoring

Service Provider:

The service provider must comply with Policy and rely on frequent inspections, monitoring and reporting of sanitary and structural recommendations to correct or eliminate any discrepancies and to help minimize use of any chemicals.

Service provider is responsible for pest control management for the entire building (including exterior); however, chemicals, pesticides and insecticides are restricted and should only be used when all IPM techniques have failed or are non-practical.

Service provider will give Maintenance Contract Manager ample notice to issue notification to building occupants and employees when a pesticide of "not least-toxic option" is required, following an inspection and after all IPM techniques have been exhausted. "Least-toxic" options are defined as those classified as "low hazard" (Tier III) in the San Francisco Pesticide Hazard Screening List.

Target Species: Indoor and Outdoor Population

This policy is intended to suppress the indoor and outdoor population of the following species by using registered and approved pesticides and devices in accordance with Federal, environmental and local health regulations:

Rats
Birds
Stinging Insects
Mice
Flies
Ants
Cockroaches
Other Anthropoid Insects

Integrated Pest Control Management (continued)

Types and Use of Chemical Pesticides

Only pesticides listed in the policy may be used and must be registered with the EPA. The following is a list of all approved pesticides for use by ACCD or service provider to target the appropriate species:

Eco-PCO AR-X*
Advion Ant Gel
Advion Ant Bait
Advion Roach Gel
Dupont Arilon
Niban Granular*
Talstar*
Cy-Kick CS*

**Reflect a "not least-toxic option". Only applied in emergency situations (refer to page 5, Emergency Application) and requires special notification (refer to page 5, Universal Notification and the Pesticide Review Document).*

Use of "least-toxic" chemical pesticides is preferred.

Pesticide products not listed in the policy may not be used unless approved in writing by the Sustainability Coordinator.

Pesticide products may not be stored in buildings.

Pesticides should be applied in accordance with instructions on label. The transport, handle and use of all pesticides must comply with manufacturer's label/instructions and applicable City, State and Federal laws, regulations or ordinances.

Insecticide bait formulations should be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical.

To minimize risk when pesticide use is necessary, apply the least hazardous material, most precise application technique and minimum quantity of pesticide necessary to achieve control.

Quantity of Chemical Pesticides

The minimum use of chemical pesticides is used and is limited to indoor and outdoor target species.

Non-pesticide methods of control must be used, when possible, as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. Also, trapping devices rather than pesticide sprays are the standard method for indoor fly control.

Pesticides and insecticides applications are restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from Maintenance Manager prior to application. No surface application or space spray may be applied while building occupants or employees are present. All necessary precautions are taken to ensure safety of building occupants and employees, including containment of pesticide in application area.

Pesticide application is based on need. Application of pesticide in any inside or outside area will not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by Maintenance Manager on a case-by-case basis. Written approval from Maintenance Manager is required prior to preventive pesticide application.

Rodent control inside buildings is handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from Maintenance Manager is required prior to interior rodenticide treatment application.

Integrated Pest Control Management (continued)

Pesticide Usage

Pesticides are used in the following manner:

- Application of all insecticides is crack and crevice treatment only.
- Traps, bait boxes and flue boards are located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items is noted in the Monthly Pest Control Inspection Sheet.
- All indoor trapping devices are concealed out of the general public view and in protected areas so as not to be affected by routine cleaning or maintenance.
- All rodenticide, regardless of packaging, are placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children, pets, wildlife and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.

Cleaning Chemical Use

All cleaning chemicals used for pest control management comply with ACCD's Green Cleaning Policy.

Routine Inspections and Monitoring

Monthly Pest Control Inspections are conducted as follows:

Monthly Inspections (conducted by Maintenance Contract Manager in coordination with service provider) break rooms, offices, food storage rooms, janitor's closets/storage, kitchens, loading docks, locker rooms, vending machines/vending machine areas, men's and ladies' restrooms, halls, meeting rooms, pre-function areas and parking garages

The Maintenance Contract Manager will maintain a monthly inspection program to measure pesticide methods used is providing favorable results. Routine inspections ensure sustainable performance persists over time.

Universal Notifications

The service provider and/or Maintenance Contract Manager will provide written notification to Maintenance Manager when pesticide application in ACCD facilities or grounds (indoor and outdoor) is necessary.

The Maintenance Contract Manager will provide written notification to Maintenance Manager at least ninety-six (96) hours in advance of pesticide application under normal conditions and immediately after pesticide application under emergency conditions. The notice will indicate where service was performed, conditions found, actions taken and results obtained immediately upon completion of service. Detailed, site-specific recommendations on structural and procedural modifications to aid pest prevention are provided, when necessary.

When pesticide use is "not a least-toxic option", the Maintenance Manager will notify building occupants and employees with written notice. Notification is sent no less than seventy-two (72) hours before pesticide application under normal conditions and twenty-four (24) hours after pesticide application in emergency conditions.

Emergency Application

An emergency condition is considered an immediate infestation of roaches, fruit flies, etc. Under these circumstances only, service provider or Maintenance may use an emergency pesticide application in buildings or on grounds.

Emergency conditions will be handled in the same manner as the policy entails, but with immediate response and an increase in service visits until the situation has been resolved. The pesticides and the guidelines will remain the same.

Performance Measures

To ensure implementation and compliance with the policy, the Maintenance Contract Manager maintains and provides the Maintenance Manager with the following items to evaluate policy performance:

- Statement verifying compliance, continued existence and operation with policy during the performance period
- Documentation requested and collected from the service provider, including but not limited to:
 - Monthly and Quarterly Pest Control Inspection Sheets
 - Pesticide Application Log
 - IPM Quality Control Log - *The IPM Quality Control Log is paired with the Pesticide Application Log, Monthly/Quarterly Pest Control Inspection Sheets*

References & Documentation

IPM Quality Control Log

Monthly/Quarterly Pest Control Inspection Sheets

Pest Control State Service Contract TXMAS-14-03FAC070 with service provider can be found at:
<http://www.txsmartbuy.com/contracts/view/485>

Pesticide Application Log

[List of Reviewed Pesticides](#) can be found at:

https://sfenvironment.org/sites/default/files/fliers/files/sfe_th_pesticides_reviewed_091313.pdf

[Hazard Review Process](#) can be found at:

https://sfenvironment.org/sites/default/files/fliers/files/sfe_th_guide_to_reduced_risk_pesticide_listposted.pdf

Green Cleaning Policy

Questions & Comments

We are interested in your questions or comments on implementation, usability and any other aspects of this policy.

Call or email your comments to:

Email

jerry.slabaugh@austintexas.gov

trisha.tatro@austintexas.gov

camala.jones@austintexas.gov

Extension

x4310

x4218

x4309

EXHIBIT 1 - PRICE LIST
**SECTION 0605 - COST PROPOSAL SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES**

**Noles Pest Services, LLC
D/B/A Pestmaster Services**

CATEGORY A - MONTHLY AND WEEKLY RATES FOR IPM PEST CONTROL SERVICES All prices shall be all inclusive of service, labor, materials and equipment needed to provide requested service in accordance with this solicitation.								
ITEM NO.	ITEM DESCRIPTION	FACILITY	ADDRESS	APPROXIMATE SQUARE FOOTAGE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1	IPM pest control services	Austin Convention Center	500 East Cesar Chavez Street	881,400	Monthly	12	\$ 292.35	\$ 3,508.20
2	IPM pest control services in the food and beverage areas	Austin Convention Center	500 East Cesar Chavez Street	20,000	Weekly	52	\$ 58.58	\$ 3,046.16
3	IPM pest control services	Palmer Events Center	900 Barton Springs Road	131,000	Monthly	12	\$ 87.87	\$ 1,054.44
4	IPM pest control services in the food and beverage areas	Palmer Events Center	900 Barton Springs Road	2,000	Weekly	52	\$ 43.94	\$ 2,284.88
5	IPM pest control services	2nd Street Parking Garage	201 East 2nd Street	353,000	Monthly	12	\$ 175.74	\$ 2,108.88
6	IPM pest control services	5th Street Parking Garage	601 East 5th Street	249,255	Monthly	12	\$ 175.74	\$ 2,108.88
7	IPM pest control services	Trask House	217 Red River Street	1,161	Monthly	12	\$ 43.94	\$ 527.28
8	IPM pest control services	Castelman Bull House	201 Red River Street	4,282	Monthly	12	\$ 43.94	\$ 527.28
9	IPM pest control services	Palmer Events Center Parking Garage	900 Barton Springs Road	590,000	Monthly	12	\$ 175.74	\$ 2,108.88
CATEGORY A SUBTOTAL							\$	17,274.88
CATEGORY B - OTHER RELATED PEST CONTROL SERVICES All prices shall be all inclusive of service, labor, materials and equipment needed to provide requested service in accordance with this solicitation.								
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE		ESTIMATED QUANTITY		UNIT PRICE		EXTENDED PRICE
9	Termite treatment service, without slab drilling	Linear Foot		5,000		\$ 5.93		\$ 29,650.00
10	Termite treatment service, with slab drilling	Linear Foot		5,000		\$ 5.93		\$ 29,650.00
11	Termite treatment service, with slab drilling & concrete scanning	Linear Foot		5,000		**		**

EXHIBIT 1 - PRICE LIST

SECTION 0605 - COST PROPOSAL SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES

Noles Pest Services, LLC
D/B/A Pestmaster Services

12	As Needed Services during Regular Hours (5:00 AM to 5:00 PM Monday - Friday)		Hourly		500	\$	58.58	\$	29,290.00
13	As Needed Services during Non-Regular Hours (5:01 PM to 4:59 AM Monday - Friday, weekends and holidays)		Hourly		100	\$	58.58	\$	5,858.00
14	Emergency Services during Regular Hours (5:00 AM to 5:00 PM Monday - Friday)		Hourly		200	\$	58.58	\$	11,716.00
15	Emergency Services during Non-Regular Hours (5:01 PM to 4:59 AM Monday - Friday, weekends and holidays)		Hourly		100	\$	58.58	\$	5,858.00
**Total price does not include Item # 11					**CATEGORY B SUBTOTAL		\$ 112,022.00		
CATEGORY C - RATES FOR IPM PEST CONTROL SERVICES AT FUTURE ACCD FACILITY Prices in this Category are for Informational purposes. The City does not guarantee the purchase of any services in this Category. All prices shall be all inclusive of service, labor, materials and equipment needed to provide requested service in accordance with this solicitation. Actual square footage and service level will be determined by the City after construction is complete.									
ITEM NO.	ITEM DESCRIPTION	FACILITY	ADDRESS	APPROXIMATE SQUARE FOOTAGE	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	
16	IPM pest control services	ACCD Warehouse	US Hwy 183 S., Austin, Texas 78742	30,000	Monthly	12	\$ 65.91	\$ 790.92	
				CATEGORY C SUBTOTAL			\$ 790.92		
** Total price does not include item # 11				**TOTAL EXTENDED PRICE FOR CATEGORY A-C			\$ 130,087.80		
CATEGORY D - RATES FOR IPM PEST CONTROL SERVICES AND/OR FOOD AND BEVERAGE AREAS AT ADDITIONAL CITY FACILITIES Prices in this Category are for informational purposes. The City does not guarantee the purchase of any services in this Category. All prices shall be all inclusive of service, labor, materials and equipment needed to provide requested service in accordance with this solicitation. Actual square footage and service level will be determined by the City as additional facilities are added to the Contract.									
ITEM NO.	ITEM DESCRIPTION		UNIT OF MEASURE		PRICE PER SQUARE FOOT				
17	IPM pest control services for City facilities		Monthly		.075 minimum \$45.00				
18	IPM pest control services in the food and beverage areas for City facilities		Weekly		.05 minimum \$45.00				



Amendment No. 1
To
Contract No. NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Workquest
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 14, 2019, through September 13, 2020. Three options will remain.
- 2.0 The total contract amount is increased by \$304,550.00, each and combined, by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/14/2018 – 09/13/2019	\$288,250.00	\$288,250.00
Amendment No. 1: Option 1 – Extension 09/14/2019 – 09/13/2020	\$304,550.00	\$592,800.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 This City of Austin contract is associated with Government Services Administration (GSA) contract GS-06F-0013L. The effective GSA term is February 15, 2016 through February 14, 2021.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: Abbey Monk
Authorized Representative

Workquest
1011 East 53rd ½ Street
Austin, Texas 78751-1703
(512) 451-8145
amonk@tibh.org

Sign/Date:

Matthew Duree
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
To
Contract No. NC180000045
For
Integrated Pest Management Services with Exclusion Services
Between
Noles Pest Services, LLC
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be September 14, 2019, through September 13, 2020. Three options will remain.
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- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Melanie Noles 8-1-2019

Printed Name: Melanie Noles
Authorized Representative

Noles Pest Services, LLC
dba Pestmaster Services
P.O. Box 3000 #260 109 Clear Springs Rd
Georgetown, Texas 78627 Georgetown, TX 78628
(512) 863-2390
pestmaster@suddenlink.net

Sign/Date: Matthew Duree 8-20-19

Matthew Duree
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Noles Pest Services, LLC D/B/A Pestmaster Services of Austin ("Contractor")
For
Integrated Pest Management Services with Exclusion Services
Master Agreement Number 7400 NC180000045

This Contract is between Noles Pest Services, LLC D/B/A Pestmaster Services of Austin, having offices at 108 Clear Springs Road, Georgetown, Texas, and the City, a home-rule municipality incorporated by the State of Texas, and is effective on date the contract is executed. Solicitation requirements are met by using Contractor's GSA Advantage Contract No. GS-06F-0013L.

For purposes of this contract the "Contractor" is the "Performing Party"

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 Exhibit A, Scope of Work with Attachment A and Attachment B
- 1.1.3 Exhibit B, City of Austin Resolution No 20180628-071
- 1.1.4 Exhibit C, Supplemental Terms
- 1.1.5 Exhibit D. Non-Discrimination Certification
- 1.1.6 Exhibit E, Non-suspension or Debarment Certification
- 1.1.7 Exhibit F Pestmaster Services of Austin, Inc Offer, email dated 2/8/2018, including subsequent clarifications
- 1.1.8 Exhibit G, GSA Advantage Contract # GS-06f-0013L

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 121 This Document
- 122 Exhibit A, Scope of Work with Attachment A and Attachment B as referenced in section 1.1.2
- 123 Exhibit B, City of Austin Resolution No 20180628-071 as referenced in Section 1.1.3
- 124 Exhibit C, Supplemental Terms as referenced in Section 1.1.4
- 125 Exhibit D, Non-Discrimination Certification as referenced in Section 1.1.5
- 126 Exhibit E, Non-suspension or Debarment Certification as referenced in Section 1.1.6
- 127 Exhibit F Pestmaster Services of Austin, Inc Offer, email dated 2/8/2018, including subsequent clarifications as referenced in Section 1.1.7
- 128 Exhibit G, GSA Advantage Contract # GS-06f-0013L as referenced in Section 1.1.8

1.3 Quantity. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.4 Tenn of Contract:

- 1.4.1 The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months. The Contract may be extended automatically beyond the initial term for up to 4 additional 12-month periods, subject to the extension of the

cooperative contract (as referenced in Section 1.1.1 above, at the City's sole option unless the Contractor is notified in writing no less than 180 days prior to the contract's expiration.

1.4.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.4.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

1.4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

1.4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

1.4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

1.4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

1.4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

1.5 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$288,250.00 for the initial Contract term, \$304,550.00 for the first extension option, and \$309,200.00 for extension option 2 through extension option 4 for a total amount Not-to-Exceed \$1,520,400 to be shared by all Contractors.

1.6 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

**Noles Pest Services D/B/A Pestmaster
Services of Austin**

CITY OF AUSTIN

By: 
Signature

By: 
Signature

John Noles
Printed Name:

Cyrenthia Ellis
Printed Name

Title: owner / operator

Title: Procurement Manager

Date: 9-20-2018

Date: 10/4/2018

List of Exhibits

Exhibit A Scope of Work with Attachment A and Attachment B

Exhibit B City of Austin Resolution No 20180628-071

Exhibit C Supplemental Terms

Exhibit D Non-Discrimination and Non-retaliation Certification

Exhibit E Non-Suspension or Debarment Certification

Exhibit F Pestmaster Services of Austin, Inc Offer, email dated 2/8/2018, including subsequent clarifications

Exhibit G GSA Advantage Contract # GS-06f-0013L

**EXHIBIT A
CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
INTEGRATED PEST MANAGEMENT SERVICES WITH EXCLUSION**

1.0 SCOPE AND CLASSIFICATION

This specification establishes the minimum requirements of Pest Control services for various departments for the City of Austin ('City'). The City shall implement the Integrated Pest Management (IPM) program as a strategy for control of pests in and around City facilities. The following description details the City's understanding of the scope and type of IPM program services to be rendered.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

The City may elect to allow multiple City departments to utilize the contract. All services shall be rendered at the location specified at the time of order.

2.0 DEFINITIONS

- 2.1 Additional Services** – Services that are not routine for the IPM program, but will be requested and negotiated by the City on an as needed basis for a specified scope of services.
- 2.2 Call back-** a return visit to treat for same pest removal within 30 days of service date.
- 2.3 Category** – A structural pest control category as determined by the Texas Department of Agriculture (TDA) and defined by Texas Administrative Code (TAC), Title 4, art 1, Chapter 7, Subchapter H, Division 2, Rule 7.125. Individuals performing pest control services are required by TDA to be licensed in each category of service being performed. The categories are: pest control, termite control, lawn and ornamental, structural fumigation, commodity fumigation, weed control and wood preservation.
- 2.4 CCA** – Certified commercial applicator as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as an individual licensed by TDA as a certified commercial applicator (CCA) in the category (ies) to perform pest control services, identifications and control measures required in this specification under the indirect supervision of the responsible certified commercial applicator (RCCA).
- 2.5 Contractor** – Has the meaning set-out in the contract
- 2.6 Control** – The periodic eradication of existing infestation, within practical limits and includes the prevention of re-infestation. Acceptability levels of pest

**EXHIBIT A
CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
INTEGRATED PEST MANAGEMENT SERVICES WITH EXCLUSION**

population within any building or area shall be determined by the Contract Manager.

- 2.7 **Emergency Service** – Those services determined by the Contract Manager or a designated representative to be hazardous or detrimental to the health of City employees or negatively affect operations (Ref. Paras 9.8 and 9.9).
- 2.8 **Exclusion-** process of preventing animals/ pests from obtaining access to an unwanted area by sealing entry points and removing attractants.
- 2.9 **HCSDS** – The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide **Safety Data Sheets (SDSs)** (formerly known as Material Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products.
- 2.10 **Inspection-** detailed survey notating observations of building cleanliness, pest attractants such as improper food storage and wet or damp areas, and opportunities for pest entry into building.
- 2.11 **Insecticide-** Type of pesticide chemical used to specifically target and kill insects. This includes bait boxes, traps, glue boards and other non-chemical applications.
- 2.12 **MSDS** – Material Safety Data Sheet (Ref. Para. 2.5.).
- 2.13 **Performing Party** – Has the meaning set-out in the contract
- 2.14 **Pesticide-** Chemical used to kill fungi, bacteria, insects, plant diseases, or weeds.
- 2.15 **RCCA** – Responsible Certified Commercial Applicator (RCCA) as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as a CCA designated by the structural pest control business license holder to be responsible for training and supervision of all pest control operations of the business.
- 2.16 **Start-up Business** - A start-up business is defined as a company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.
- 2.17 **Structural Pest Control Business License** – Defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.2.1 as a business license issued by TDA and required for any individual or business engaged in structural pest control services for compensation and is required for each business locations, including branch offices.
- 2.18 **TAC** – Texas Administrative Code.

**EXHIBIT A
CITY OF AUSTIN
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3.0 APPLICABLE LAWS AND STANDARDS

The Performing Party shall provide the specified service requirements in accordance with applicable federal, state and local laws, standards and regulations necessary to perform the services, including, but not limited to:

- 3.1 United States Code, Title 7, Section 136 et seq., Federal Insecticide, Fungicide, and Rodenticide Act.
- 3.2 Material Safety Data Sheet
- 3.3 Globally Harmonized Safety Data Sheet
- 3.4 Occupational Code, Chapter 1951, Structural Pest Control, also known as the Texas Structural Pest Control Act.
- 3.5 TAC, Title 4, Part 1, Chapter 7, Subchapter H, Structural Pest Control Service.
- 3.6 United States Environmental Protection Agency's requirements.
- 3.7 City of Austin Resolution NO.20180628-071

4.0 PERFORMING PARTY REQUIREMENTS

- 4.1 The Performing Party will be a licensed company engaged in the business of providing commercial pest control and exclusion services for a minimum of three years within the last five years. Performing Party will have previous IPM experience or a Reduced Impact Pest Control Service designation as defined by the Texas Structural Pest Control Service.
- 4.2 Performing Party shall have a minimum of five (5) years continuous business operation in the field of pest exclusion.
- 4.3 Performing Party shall have a current structural pest control business license issued by TDA.
- 4.4 Performing Party shall have a designated licensed RCCA and licensed CCA's. The designated RCCA and CCA can be the same person and may perform the services of the CCA.
- 4.5 Performing Party shall be in good financial standing, and current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of the Contractor/Performing Party's audited or un-audited financial statement.
- 4.6 Performing Party shall have available qualified staff to respond to multiple requests for services at multiple locations as requested by the Contract Manager or designee.
- 4.7 Performing Party shall provide a primary point of contact that shall be accessible to the City's Contract Manager and other designated staff.

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- 4.8 Performing Party shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract and/or purchase order.
- 4.9 Performing Party shall provide a constantly monitored, 24 hours a day, seven days per week telephone number to contact for service.
- 4.10 Performing Party shall provide copies of current licenses to the Contract Manager, upon request, throughout the term of the contract.
- 4.11 Performing Party shall require key personnel performing services to:
 - 4.11.1 Wear a clearly visible identifying name badge with the company logo or uniform with the personnel's name and company name or logo clearly marked on the uniform.
 - 4.11.2 Report to the designated site contact upon arrival at the job site to obtain site access.
 - 4.11.3 Present and maintain a neat appearance at all times.
 - 4.11.4 Communicate in English both orally and in writing.
 - 4.11.5 Respond to any written requests in the same manner within two (2) business days unless identified as an emergency in which case the response time shall be two hours.
 - 4.11.6 Not be excessively loud or use personal multi-media devices (*i.e.* portable radios, CD players, or MP3 players.).
 - 4.11.7 Knock on any closed doors for access, or politely announce presence in open rooms that require service and are occupied by staff.
- 4.12 All Performing Party employees assigned to this contract must undergo a criminal background check by the Austin Police Department prior to conducting work on City premises. All cost associated to the criminal background check shall be the responsibility of the Contractor/Performing Party.

5.0 KEY PERSONNEL REQUIREMENTS

The Performing Party shall provide the RCCA and CCA with the following requirements:

- 5.1 The RCCA shall be responsible for training and supervision of all pest control operations of the business.
- 5.2 The CCA(s) shall perform pest control services, exclusion services, identifications and control measures required in the specification.
- 5.3 Have a current license issued by TDA in the required category (ies) to perform the pest control and exclusion services, identifications and control measures required in this specification.
- 5.4 Have a minimum of one year experience within the last two years providing commercial pest control services.
- 5.5 Have a minimum of one year experience within the last two years providing commercial exclusion services.

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6.0 SERVICE REQUIREMENTS

6.1 INSPECTION:

- 6.1.1 Perform an initial inspection of all facilities during the post award meeting.
- 6.1.2 Evaluate the pest control needs at each designated location.
- 6.1.3 Identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation.

6.2 PEST CONTROL MANAGEMENT PROGRAM

- 6.2.1 The pest control management program shall outline any site-specific structural, sanitary or operational changes that shall eliminate sources of pest food, water, harborage and access.
 - 6.2.1.1 The Performing Party shall submit a written pest control management program within ten working days after the initial inspection to the designated City representative.
 - 6.2.1.2 An updated pest control management program shall be submitted after services have been performed, if needed, to the designated City representative throughout the term of the Contract or a purchase order.

6.3 SCHEDULE OF SERVICES:

For each location assigned to the Performing Party, the Performing Party shall:

- 6.3.1 Submit a proposed one-year schedule with the dates and times for the performance of the pest control services with a specified service interval at the post award meeting.
- 6.3.2 Coordinate any special scheduling required for specific areas with the designated representative at the post award meeting.
- 6.3.3 Submit a copy of the approved final one-year service schedule to the Contract Manager and the City IPM Coordinator in a spreadsheet format that outlines the date and time the services shall be performed within five business days from the approval of the schedule.
- 6.3.4 Submit a written request to alter a scheduled date or time for service a minimum of three days prior to the scheduled service date to the designated representative for written approval. The designated representative will respond in writing within three business days of receipt of the request.

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- 6.3.5 Coordinate changes in scheduled times requested in writing by the designated representative for special circumstances due to operational requirements. Changes to scheduled times shall be made by mutual consent of the Performing Party and the designated representative.
- 6.3.6 Submit a new proposed one-year schedule for the following term of service to be approved in writing by the designated representative a minimum of one month, but not earlier than two months, prior to completing the services on the current schedule.
- 6.3.7 Schedule services upon the verbal request from the designated representative for locations identified on the solicitation with service intervals on an as needed basis as mutually agreed to by the Performing Party and the designated representative.

6.4 CHEMICALS:

The Performing Party shall:

- 6.4.1 If a chemical application becomes necessary, the Performing Party shall obtain written approval from the department's point of contact or designee for any chemical(s) used other than those chemical insecticides and pesticides identified as approved by the City.
- 6.4.2 Chemical insecticides are to be used as a last resort. If chemical pesticides are necessary, selected chemicals shall be of a type that are environmentally sound, minimize risks to human health, and are effective in managing the targeted pest. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists per Attachment A, in that order, according to the criteria established in the most recent Structural Pest Control Service definitions of these products (Texas Administrative Code, Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Rule §7.150). The City reserves the right to give final approval on all chemical insecticides used.
- 6.4.3 Approved pesticides for the City:
 - 6.4.3.1 Eco-PCO AR-X*
 - 6.4.3.2 Advion Ant Gel
 - 6.4.3.3 Advion Ant Bait
 - 6.4.3.4 Advion Roach Gel
 - 6.4.3.5 Dupont Arilon
 - 6.4.3.6 Niban Granular*
 - 6.4.3.7 Talstar*
 - 6.4.3.8 Cy-Kick CS*

**Reflect a "not least-toxic option." Only applied in emergency situations and requires special notification.*

- 6.4.4 Insecticide (bait boxes, traps, glue boards etc.) bait formulations should be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical.

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- 6.4.5 The minimum use of chemical pesticides shall be used and is limited to indoor and outdoor target species.
- 6.4.6 Non-pesticide methods of control must be used, when possible, as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.
- 6.4.7 Pesticides and insecticides applications are restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from Department Contact prior to application. No surface application or space spray may be applied while building occupants or employees are present. All necessary precautions are taken to ensure safety of building occupants and employees, including containment of pesticide in application area.
- 6.4.8 The application of pesticides shall be completed on an as-needed basis. Application of pesticide in any area (inside or outside) will not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Department's Point of Contact on a case-by-case basis. Written approval from the Department's Point of Contact is required prior to preventive pesticide application.
- 6.4.9 Rodent control inside buildings is handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from Department Contact is required prior to interior rodenticide treatment application.
- 6.4.10 Application of all insecticides is crack and crevice treatment only.
- 6.4.11 Traps, bait boxes and glue boards are located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items shall be noted in the Monthly Pest Control Inspection Sheet provided to the City's Contract Manager.
- 6.4.12 All indoor trapping devices are concealed out of the public view and in protected areas, so as not to be affected by routine cleaning or maintenance.
- 6.4.13 All rodenticides, regardless of packaging, are placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children,

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pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.

6.5 CONSUMER INFORMATION SHEETS AND PEST CONTROL SIGNS:

The Performing Party shall provide pest control consumer information sheets and pest control signs to the designated representative a minimum of 48 hours prior to the service being performed. The pest control signs shall provide information to notify employees working at the location of the date the service shall be perform.

6.6 ROUTINE SERVICE:

The Performing Party shall:

6.6.1 Verbally, or by email, respond to routine service calls received prior to 4:00 p.m. within one hour after service call is received. Routine service calls received after 4:00 p.m. Monday through Friday shall be verbally or emailed responded to by 8:00 a.m. the following work day. Routine service calls received after 4:00 p.m. on Friday shall be verbally or email responded to by 8:00 a.m. on the following Monday.

6.6.2 All scheduled services except for emergency services shall be performed before 5:00 p.m. Monday through Friday, or at a time approved in writing by the designated representative, excluding holidays observed by the City. Emergency services shall be performed as requested by the designated representative.

6.6.3 Provide services to control all insects, for interior and exterior areas to include all exterior perimeter areas up to 15 feet from the building and parking lots, including but not limited to:

6.6.3.1 Ants – carpenter, fire and pharaoh

6.6.3.2 Beetles, including lady bugs

6.6.3.3 Crawling insects

6.6.3.4 Crickets

6.6.3.5 Mites

6.6.3.6 Other Anthropoid Insects

6.6.3.7 Roaches - all types

6.6.3.8 Rodents, including mice and rats

6.6.3.9 Scorpions

6.6.3.10 Silverfish

6.6.3.11 Spiders (arachnids) - all types

6.6.3.12 Stinging Insects

6.6.3.13 Water Bugs

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Service areas shall include lobbies, break rooms, kitchens, hallways, storage areas, rest rooms, offices, conference rooms, mechanical rooms, restricted areas, all entries, courtyards, expansion areas: weep holes, walkways and any other areas as specified by the designated representative.

NOTE: The pest control services required in the specification do not include service for: birds; bats; fleas; flying insects including bees, wasps and hornets; raccoons and opossums/possums; ticks; raspberry crazy ants; bed bugs; termites, and other wood destroying insects and other pests. Pest control services not covered by this specification may be requested under additional services.

- 6.6.4 Provide services to control all hopping insects, rats, mice and other rodents, including but not limited to, fleas and crickets on an as needed basis as requested by the designated representative or as identified by the Performing Party on the service ticket and approved in writing by the designated representative. Service areas shall include lobbies, break rooms, hallways, storage areas, rest rooms, offices, conference rooms, mechanical rooms, restricted areas, all entries, courtyards, expansion areas, weep holes, walkways and any other areas as specified by the designated representative. Performing Party shall maintain and remove the rodent bait boxes outside the buildings.
- 6.6.5 Provide inside and outside treatment, including but not limited to, the placement of rat, mice or rodent control bait in and around the building, as required, in areas and in devices that shall prevent ingestion by other animals and prevent access by the public. Rodent and other animal traps must be checked twice weekly, unless otherwise agreed to in writing by Department Contact, price shall be included as part of the monthly labor rate in the quote sheet. Additional rodent trapping devices shall be provided as miscellaneous parts at costs, as needed and approved in writing by the designated representative.
- 6.6.6 Clearly identify bait boxes, bait blocks or feeding stations to prevent against accidents and take the necessary precautions to reduce the possibility of accidents to humans and domestic animals.
- 6.6.7 Perform services on the dates as identified and approved on the Schedule of Services or as approved or requested by the designated representative.
- 6.6.8 Identify building maintenance needs or existing conditions contributing to pest activity and provide recommendations of measures that are required to eliminate the conditions on the service ticket.
- 6.6.9 Remove from the premises and properly dispose of all chemical containers and packaging used in performance of the service and dispose of dead rodents and

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pests in accordance with all applicable federal, state and local laws and regulations.

- 6.7 **CALL BACK SERVICE DUE TO REINFESTATION:** Call back services due to reinfestation shall be provided for building locations serviced on an as needed basis for reinfestation occurring within thirty days after the initial treatment date, at no additional cost to the City. Call back services due to reinfestation for the building locations serviced on a scheduled service interval shall be as requested by the designated representative, at no additional cost to the City. The Performing Party shall:

6.7.1 Provide call back services due to reinfestation during or after regular business hours.

6.7.2 Complete call back services within 24 hours from receipt of the request.

6.7.3 Continue call back services until the infestation is under control or eliminated.

- 6.8 **EMERGENCY SERVICE**
The Performing Party shall:

6.8.1 Verbally respond to calls for emergency service from the City within thirty minutes after service call is received and follow-up with email.

6.8.2 Initiate emergency pest control services within one hour of verbal response time for pest control services required for any emergency use vehicles (ambulances, police cars, fire trucks,). Performing Party shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the quote sheet.

6.8.3 Initiate emergency services within two hours from Performing Party's response to a request for service from the designated representative, if request for service is not associated to an emergency use vehicle.

- 6.9 **EMERGENCY SERVICE DUE TO REINFESTATION:**

Emergency services due to reinfestation shall be provided for building locations serviced on an as needed basis for reinfestation occurring within thirty days after the initial treatment date, at no additional cost to the City. Emergency services due to reinfestation for building locations serviced on a scheduled service interval

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shall be as requested by the designated representative, at no additional cost to the City. The Performing Party shall:

- 6.9.1 Provide emergency services due to reinfestation.
- 6.9.2 Verbally respond to requests for emergency service within thirty minutes after service call is received and follow-up with an email.
- 6.9.3 Complete emergency services within four hours from Performing Party's response to a request for service from the designated representative.

6.10 SERVICE TICKET

The Performing Party shall:

- 6.10.1 Provide a service ticket for each service performed to the designated representative.
- 6.10.2 Provide the following information on the service ticket:
 - 6.10.2.1 Service ticket number
 - 6.10.2.2 16- digit Purchase Order Number (DO #)
ex: DO-7500-17021407238
 - 6.10.2.3 Location address
 - 6.10.2.4 Building number, if applicable
 - 6.10.2.5 Date of service
 - 6.10.2.6 Name and title of the key personnel performing the work
 - 6.10.2.7 City of Austin Work order number, if applicable
 - 6.10.2.8 Specific pest problems, if applicable
 - 6.10.2.9 Pesticide applications or other treatments provided
 - 6.10.2.10 Devices utilized
 - 6.10.2.11 Specific location of application sites
 - 6.10.2.12 Target pest
 - 6.10.2.13 Pest sightings
 - 6.10.2.14 Sanitation or environmental status
 - 6.10.2.15 Building maintenance needs identifying existing conditions contributing to the pest activity and recommendations of measures that are required to eliminate the conditions.

- 6.10.3 Have the service ticket signed and dated upon completion of the service by the designated representative.

6.11 RECORDS:

Provide a Pesticide Use Record (template to be provided by the City) to the Department Contact and to the City's IPM Coordinator each month containing at least the following information:

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- 6.11.1 Trade and common chemical name of product dispensed
- 6.11.2 Environmental Protection Agency registration number
- 6.11.3 Volume of chemical used in each area treated
- 6.11.4 Specific areas treated
- 6.11.5 Targeted pest
- 6.11.6 Application date
- 6.11.7 Name of applicator

7.0 ADDITIONAL SERVICES AND MISCELLANEOUS PARTS

- 7.1 Additional services are not routine for the IPM program but will be the combination of additional services and miscellaneous parts shall not exceed quoted price per job. Additional services and parts with a total estimated cost over approved cost per job shall not be performed under the purchase order. Additional services are services not covered under the routine maintenance services scope of work identified in the specification.

- 7.2 The Performing Party shall provide a cost estimate, which the designated representative will approve or disapprove in writing prior to any work being performed. The City reserves the right to obtain service under a separate purchase order should it best serve the interest of the City.

Additional services and miscellaneous parts shall be paid as follows:

The Contractor shall provide, if listed as a line item on the solicitation, additional services for termites, other wood destroying insects, bed bugs, crazy ants, flea treatments, other pests not covered under the routine scope of work required in this specification and minor applications of caulk, removal of rodent droppings and disposal in an appropriate manner along with other sealing materials to eliminate pest harborage or access as approved on a case by case basis by the designated representative. The following guarantees shall apply:

- 7.2.1 Bed bug service shall have a 30-day guarantee.
 - 7.2.2 Crazy ant treatments shall have a 90-day guarantee.
 - 7.2.3 Flea Treatment shall have a 60-day guarantee.
 - 7.2.4 Termite treatment shall have a one-year guarantee.
- 7.3 MISCELLANEOUS MATERIALS: The Performing Party shall provide, if listed as a line item on the quote sheet, miscellaneous materials necessary to complete work allowed as additional services. Miscellaneous materials shall be paid at the cost approved by the designated representative prior to being provided.

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8.0 LOCATIONS

- 8.1 Performing Party shall quote separate prices for each building. See Attachment B for locations.

NOTE: Areas are approximate and cannot be guaranteed. Performing Party is to treat the buildings described irrespective of actual area.

- 8.2 Locations may be added or deleted at any time. New locations will be priced at the same price as similar sized buildings already on the contract. There will be no additional charge for first time inspection of buildings added to the contract.

9.0 PERFORMING PARTY PERFORMANCE

Performing Party performance will be monitored on a regular basis by The City and will consider the following performance by the Performing Party as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

- 9.1 One instance within one year of Performing Party personnel assigned to an authorized service call not having the license required to perform the service.
- 9.2 Two instances within one year of response time, as defined in this specification, to an authorized service call exceeding the time limit. * NOTE: Unsatisfactory performance may result in a negative Performing Party performance report or cancellation of the contract or both.
- 9.3 Failure to provide the Pesticide Use Record to the Contract Manager by the requested due date, which will fall around the middle of each January during the Contract term.

10.0 BUILDING RESTRICTIONS

- 10.1 **PARKING:** The Performing Party shall establish parking arrangements with the designated representative prior to off-loading tools and equipment at a location. The Performing Party shall park only in spaces assigned by the designated representative.
- 10.2 **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.
- 10.3 **SECURITY:** The Performing Party shall provide an updated list of all Performing Party personnel or subcontractors at each location and comply with all security measures required by The City.

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- 10.4 ACCESS: The Performing Party shall make prior arrangements with the Contract Manager and/or designated representative to obtain security access badges for access to the building(s) for performance of the service.

11.0 PERSONNEL CONTINUITY AND REPLACEMENT

- 11.1 The City recognizes that events beyond the control of the Performing Party such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of any key personnel shall require the Performing Party propose a replacement. In the event such a replacement is necessary, Performing Party agrees that personnel shall not begin work on the project without prior written approval from the City.
- 11.2 If the Performing Party or the City determines any key personnel is unable to perform in accordance with the service requirements or to communicate effectively, the Performing Party shall immediately remove that person.
- 11.3 Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to the City.
- 11.3.1 Experience, references and copies of licenses or registrations will be requested for the proposed replacement(s).
- 11.3.2 The City may reject any replacement if references or past working performance is questionable or unfavorable.
- 11.3.3 The City will be the sole judge of the qualifications of the proposed replacement personnel.

12.0 PERFORMING PARTY PERSONNEL SAFETY

The Performing Party shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to:

- 12.1 Wearing eye protection, protective clothing and safety shoes.
- 12.2 Using chemicals and compounds in strict conformance with the manufacturer's instructions and submitting SDS or GHS SDS forms.
- 12.3 Storing all chemicals or compounds in a locked company vehicle when not in use, while on premises. Chemicals shall not be left unattended in an unlocked area on premises.
- 12.4 Thoroughly examining and becoming familiar with the areas of the facilities to be serviced, prior to the beginning of the service, in order for service to be completed in an orderly and safe manner.

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- 12.5 Reporting immediately the existence of unsafe condition(s), which will compromise the safety of personnel or completion of the service, to the designated representative.
- 12.6 Maintaining a safe work environment at all times.
- 12.7 Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

13.0 PRICING

- 13.1 The monthly/bi-monthly/quarterly price given on the quote sheet must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.
- 13.2 The hourly rate given on the quote sheet for non-contract buildings and special callouts must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.

14.0 INVOICING REQUIREMENTS

The Contractor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached to include but not be limited to; copies of invoices from subcontractors or other entities to which Contractor has made payment and requires reimbursement from. The original invoice shall be sent to The City's Contract Manager, unless otherwise shown on the purchase order to ensure timely payment and shall include the following:

- 14.1 Contractor name as it appears on the purchase order
- 14.2 Complete 16-digit purchase order number
- 14.3 Contractor Employer Identification Number (EIN).
- 14.4 Date and time of service.
- 14.5 Location of service.
- 14.6 Building number, if applicable.
- 14.7 Type of service performed.
- 14.8 Remit to address
- 14.9 Telephone number
- 14.10 Grand total

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- 14.11 A copy of the service ticket containing all required information. Example to be provided by City's Contract Manager.

NOTE: Invoices requiring correction shall be re-submitted with a new invoice date.

15.0 CITY OF AUSTIN RESPONSIBILITIES

- 15.1 Provide a designated representative as the primary point of contact.
- 15.2 Provide the names of the points of contact for each designated location.
- 15.3 Approve in email service schedules prior to the Performing Party beginning work.
- 15.4 Approve all chemicals to be used to perform services within two business days of receipt.
- 15.5 Post the Pest Control Signs provided by the Performing Party.
- 15.6 Provide the Consumer Information Sheets, provided by the Performing Party, to employees.
- 15.7 Inform the Performing Party of any restrictions or areas requiring special scheduling.
- 15.8 Make reasonable arrangements to make building(s) available to the Performing Party for the performance of service under the purchase order. The designated representative will escort the Performing Party's personnel to all locked areas.
- 15.9 Identify and discuss with the Performing Party any known problem areas or specific pest problems in the building.
- 15.10 Respond to Performing Party's written requests to alter service dates within three business days from receipt of the request.
- 15.11 Provide issued access badges to Performing Party's key personnel.

16.0 CONTACT INFORMATION

The City's shall provide a designated Contract Manager(s) and IPM Coordinator for this scope of services

PESTICIDES APPROVED FOR USE at CITY OF AUSTIN FACILITIES

INSECTICIDES	DEVICES	TERMITICIDES	HERBICIDES	RODENTICIDE
	PROTECTA LP BAIT BOX <input type="checkbox"/>	TIM BOR <input type="checkbox"/>		LIQUID TOX <input type="checkbox"/>
	PROTECTA RTU <input type="checkbox"/>	PREMISE 75 <input type="checkbox"/>		CONTRAC SUPER SIZE BLOX <input type="checkbox"/>
BIO-PATH BAIT STATIONS <input type="checkbox"/>	PEST-I-FOAM <input type="checkbox"/>	BIO-BLAST <input type="checkbox"/>	Finale	TALON
BORID DUST <input type="checkbox"/>	HAV-A-HART CAGES (Squirrel & Raccoon) <input type="checkbox"/>	FIRST LINE TERMITE BAIT STATION <input type="checkbox"/>	20% Vinegar	WEATHERBLOK <input type="checkbox"/>
CONQUER EC	MOUSE SNAP TRAPS <input type="checkbox"/>		912 HERBICIDE Not used by Service Center IPM Dept.	CONTRAC BLOKS <input type="checkbox"/>
DEMAND CS	GOLDSTICK W/SEX ATTRACTANT <input type="checkbox"/>		AMINE 4 Not used by Service Center IPM Dept.	All of the above are on green list when used in tamper resistant bait stations
DRAX ANT BAIT GEL <input type="checkbox"/>	CATCHMASTER INSECT MONITOR <input type="checkbox"/>			
GENTROL - POINT SOURCE <input type="checkbox"/>	VICTOR FLYING INSECT TRAP <input type="checkbox"/>			
GENTROL IGR <input type="checkbox"/>	TRAPPER RAT GLUE BOARDS <input type="checkbox"/>			
KICKER <input type="checkbox"/> at less than 5%	EATON'S 4 THE BIRDS <input type="checkbox"/>			
LARVA LUR <input type="checkbox"/>	IPM FOAM <input type="checkbox"/>			
MAXFORCE ANT BAIT GRANULES <input type="checkbox"/>	CATCHMASTER 72MB <input type="checkbox"/>			
MAXFORCE ROACH BAIT STATION-SM <input type="checkbox"/>	RAT SNAP TRAPS <input type="checkbox"/>			
MAXFORCE ANT BAIT STATION <input type="checkbox"/>	HARDWARE CLOTH <input type="checkbox"/>			
MAXFORCE ROACH BAIT GEL <input type="checkbox"/>	BIRD NETTING <input type="checkbox"/>			
NIBAN FG ROACH BAIT <input type="checkbox"/>	BIRD-B-GONE <input type="checkbox"/>			
ORGANIC PLUS <input type="checkbox"/>				

PESTICIDES APPROVED FOR USE at CITY OF AUSTIN FACILITIES

INSECTICIDES	DEVICES	TERMITICIDES	HERBICIDES	RODENTICIDE
LEGEND: <ul style="list-style-type: none"> γ Green (products with CAUTION labels) Yellow (products with WARNING labels) o Red (products with DANGER labels) mixing ratios qualify the product as selective 				
OUTSMART γ				
PRECOR 2000				
PT-170X CLUDE γ				
PT-230 TRI-DIE				
PT-240 PERMA DUST γ				
PT-310 AVERT-DUST γ				
PT-320 AVERT-BAIT GEL γ				
PT-370 ASCEND γ				
PT-515 WASP FREEZE				
PT-565 PYRETHRINS γ				
PT-565 PLUS XLO γ				
ULD BP-100 γ				
ADVANCE ANT GRANULAR BAIT γ				
SIEGE BAIT GEL γ				
TERRO ANT KILLER II γ				
LEGEND: <ul style="list-style-type: none"> γ Green (products with CAUTION labels) Yellow (products with WARNING labels) o Red (products with DANGER labels) mixing ratios qualify the product as selective 				

Extended Price Calculation:

estimated number of locations x price per visit x estimated quantity = extended price

Special Instructions: Be advised that exceptions taken to any portion of the solicitation may jeopardize acceptance of the bid.**SECTION A PREVENTATIVE MAINTENANCE/SCHEDULE OF SERVICES**

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
BUILDING SERVICES					
Municipal Building	124 W. 8th	Monthly	63,680	12	1st Tuesday
Municipal Court	700 E. 7th	Monthly	55,850	12	3rd Tuesday
Building Services Headquarters [ALL BLDGS]	411 Chicon	Monthly	48,000	12	1st Tuesday
Technicenter	4201 Ed Bluestein Blvd	Monthly	103,800	12	4th Monday
PACT - Public Access Cable TV	1143 Northwestern Avenue	Monthly	7,550	12	1st Wednesday
Parking Enforcement / Construction Inspection	1111 Rio Grande	Monthly	9,412	12	2nd Friday
Urban Transportation	1501 Toomey Road	Monthly	12,956	12	2nd Monday
Rutherford Lane Campus (RLC) [ALL BLDGS]	1520 Rutherford Lane	Monthly	276,141	12	2nd Monday
Public Safety Training Campus (PSTC) [ALL BLDGS]	4800 Shaw Lane	Monthly	113,000	12	1st Wednesday
Arthur B. DeWitty Center	2209 Rosewood Avenue	Monthly	13,814	12	1st Monday
Austin Animal Center [BLDG A]	7201 Levander Loop	Monthly	43,500	12	3rd Wednesday
Townlake Animal Center (TLAC)	1156 W Cesar Chavez St	Monthly	35,046	12	2nd Monday
City Hall	301 W 2nd St	Monthly	115,000	12	3rd Tuesday
Hauke House	403 E 15th St	Monthly	700	12	2nd Thursday
Connelly-Yerwood House	1115 E 12th St	Monthly	2,000	12	3rd Tuesday

*new location

**combined locations

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
Harold Court Campus - ATD (Signs & Markings) [BLDG D]*	6301 Harold Court	Monthly	300	12	1st Tuesday
Sign Shop (ATD - Signs & Markings)	400 Jessie St	Monthly	1,118	12	2nd Monday
African American Cultural Heritage Facility (AACHF)	912 E 11th St	Monthly	4,760	12	3rd Tuesday
Health South	1215 Red River St	Monthly	87,744	12	
Clarksville Health Center	1000 Toyath	Monthly	3,500	12	1st Tuesday
Far South Health Center & WIC	405 W. Stassney Lane	Monthly	4,750	12	1st Wednesday
Rebekah Baines Johnson Center (RBJ)	15 Waller St	Monthly	71,093	12	3rd Tuesday
HHSD Betty Dunkerley Campus [BLDGS B, C, E & H]	7201 Levander Loop	Monthly	32,057	12	1st Thursday
St. John's Neighborhood Annex (A.K . Black Clinic Bldg)	928 Blackson	Monthly	4,200	12	1st Friday
Blackland Neighborhood Center	2005 Salina	Monthly	3,447	12	1st Monday
East Austin Neighborhood Center	211 Comal	Monthly	4,304	12	1st Monday
Montopolis Neighborhood Center	1416 Montopolis Drive	Monthly	2,840	12	2nd Tuesday
Rosewood Zaragosa Neighborhood Center	2800 Webberville Rd	Monthly	17,128	12	2nd Monday
South Austin Neighborhood Center	2508 Durwood	Monthly	16,651	12	1st Wednesday
Day Labor/First Workers*	4916 N IH-35	As Needed	5,315	12	As Needed
Bastrop WIC	443 Hwy 71	Monthly	1,400	12	4th Monday
Dove Springs WIC	5405 S Pleasant Valley	Monthly	2,100	12	4th Thursday
Northwest WIC	8701 Research	Monthly	4,200	12	2nd Friday
Mom's Place WIC	8701 Research	Monthly	2,080	12	2nd Friday
St John's Multi- Purpose Center	7500 Blessing Ave	Monthly	116,200	12	
ARR MRF/Resource Recovery Center	3810 Todd Lane	Monthly	34,718	12	4th Wednesday
ARR Kenneth Gardner Service Center	4108 Todd Lane	Monthly	28,450	12	4th Thursday

*new location

**combined locations

Revised 4/1/2019

2 of 11

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
ARR Landfill Office	10108 FM 812	Monthly	2,000	12	3rd Monday
ARR Home Hazardous Waste Office	2514 Business Center Dr	Monthly	2,700	12	4th Wednesday
Harold Court Campus - Service Center 1	6301 Harold Court	Monthly	33,500	12	1st Tuesday
Harold Court Campus - Service Center 11	6301 Harold Court	Monthly	14,000	12	1st Tuesday
Fleet Administration	1190 Hargrave	Monthly	6,500	12	3rd Wednesday
Service Center 6	1182 Hargraves	Monthly	15,375	12	3rd Wednesday
Service Center 5	714 E. 8th St	Monthly	12,936	12	3rd Wednesday
Kramer Lane Campus - Service Center 13	2412 Kramer Lane	Monthly	4,800	12	3rd Wednesday
St. Elmo Service Center - Service Center 8	4411 Meinardus Drive	Monthly	18,342	12	2nd Wednesday
Fleet Acquisition / CTM Wireless (Radio Shop)**	6400 Bolm Road (1006 Smith Rd)	Monthly	25,326	12	1st Wednesday
Harold Court Campus - WPD [Bldg H, E & F]	6301 Harold Court	Monthly	6,500	12	1st Tuesday
Harold Court Campus - PW**	6301 Harold Court	Monthly	8,600	12	1st Tuesday
St. Elmo Service Center - PW [BLDG A & Service Yard]**	4411 Meinardus Drive	Monthly	14,448	12	2nd Wednesday
Kramer Lane Campus - PW [BLDG B]**	2412 Kramer Lane	Monthly	3,900	12	2nd Wednesday
AFD Arson Investigations	3002 Guadalupe St	Monthly	8,372	12	1st Wednesday
AFD Wellness & Safety / EMS Clinical Practice**	517 S. Pleasant Valley	Monthly	14,836	12	3rd Monday
EMS Station 1 - DC4	3616 S. 1st St	Monthly	4,300	12	3rd Thursday
EMS Station 14	7200 Berkman	Monthly	4,166	12	3rd Thursday
EMS Station 17	2307 Foster Ave	Monthly	3,260	12	1st Thursday
EMS Station 28 - DC1	5905 Nuckols Crossing	Monthly	5,000	12	1st Wednesday
EMS Station 32	3621 S. FM 620	Monthly	1,000	12	3rd Tuesday
EMS Station 33 - DC5*	4518 James Wheat St	Monthly	6,200	12	3rd Tuesday

*new location

**combined locations

Revised 4/1/2019

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FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
EMS Station 5	5710 N Lamar Blvd	Monthly	3,682	12	2nd Monday
Fire Station 1 / EMS 6**	401 E. 5th Street	Monthly	12,694	12	1st Thursday
Fire Station 10	3009 Windsor Rd	Monthly	1,953	12	4th Monday
Fire Station 11	1611 Kinney Ave	Monthly	1,993	12	4th Tuesday
Fire Station 12	2109 Hancock Dr	Monthly	2,038	12	2nd Friday
Fire Station 14 / Special Ops	4305 Airport Blvd	Monthly	10,500	12	4th Tuesday
Fire Station 15	829 Airport Blvd	Monthly	4,738	12	4th Tuesday
Fire Station 16	7000 Reese Ln	Monthly	2,763	12	1st Monday
Fire Station 17	4128 S. 1st St	Monthly	7,980	12	3rd Thursday
Fire Station 18	6311 Berkman Dr	Monthly	4,478	12	3rd Thursday
Fire Station 19 / EMS 8**	5211 Balcones Drive	Monthly	5,362	12	4th Monday
Fire Station 2	506 W. MLK Jr Blvd	Monthly	5,004	12	1st Monday
Fire Station 20 / EMS 2**	6601 Manchaca Rd	Monthly	4,600	12	4th Wednesday
Fire Station 21	4201 Spicewood Springs Rd	Monthly	4,518	12	2nd Monday
Fire Station 22 / EMS 12**	5309 E. Riverside Drive	Monthly	4,146	12	4th Tuesday
Fire Station 23 / EMS 13**	1330 E. Rundberg Lane	Monthly	4,134	12	4th Thursday
Fire Station 24	5811 Nuckles Crossing Rd	Monthly	5,544	12	1st Wednesday
Fire Station 25 / EMS 10**	5228 Duval Rd	Monthly	5,034	12	4th Wednesday
Fire Station 26	6700 Wentworth Dr	Monthly	4,670	12	3rd Friday
Fire Station 27 / EMS 11**	5401 McCarty Lane	Monthly	4,750	12	4th Wednesday
Fire Station 28	2410 W Parmer Ln	Monthly	6,090	12	4th Thursday
Fire Station 29	3704 Deer Ln (3659 Davis Ln)	Monthly	6,034	12	3rd Tuesday

*new location

**combined locations

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
Fire Station 3	201 W. 30th St	Monthly	5,012	12	2nd Friday
Fire Station 30 / EMS 18**	1021 W. Braker Lane	Monthly	7,440	12	1st Friday
Fire Station 31	5507 FM 2222	Monthly	6,086	12	2nd Monday
Fire Station 32	2804 Montebello Rd	Monthly	6,047	12	3rd Tuesday
Fire Station 33	9409 Bluegrass Dr	Monthly	7,585	12	2nd Monday
Fire Station 34	10041 Lake Creek Pkwy	Monthly	11,400	12	1st Friday
Fire Station 35	5500 Burleson Rd	Monthly	7,500	12	3rd Monday
Fire Station 36 / EMS 15**	400 Ralph Ablanado	Monthly	10,002	12	4th Wednesday
Fire Station 37	8700 W Hwy 71	Monthly	6,000	12	3rd Tuesday
Fire Station 38 / EMS 19**	10111 Anderson Mill Rd	Monthly	10,116	12	1st Friday
Fire Station 39 / EMS 16**	7701 River Place Blvd	Monthly	9,832	12	1st Friday
Fire Station 4	1000 Blanco St	Monthly	6,560	12	2nd Friday
Fire Station 40 / EMS 29**	12711 Harrisglenn	Monthly	9,900	12	4th Thursday
Fire Station 41 / EMS 35**	11205 Harris Branch Pkwy	Monthly	8,610	12	4th Thursday
Fire Station 42 / EMS 30**	2454 Cardinal Loop	Monthly	9,900	12	1st Wednesday
Fire Station 43 / EMS 31**	11401 Escarpment	Monthly	9,900	12	4th Wednesday
Fire Station 44 / EMS Demand 5	11612 Four Iron Dr	Monthly	7,304	12	2nd Monday
Fire Station 45 / EMS 34 - DC2**	9421 Spectrum Dr	Monthly	9,424	12	1st Friday
Fire Station 46 / WMD Camp 1*	12010 Brodie Ln	Monthly	15,000	12	4th Wednesday
Fire Station 5 / EMS 4**	1201 Webberville Rd	Monthly	5,579	12	1st Monday
Fire Station 6 / EMS Demand 3**	1705 S. Congress Ave	Monthly	5,981	12	4th Tuesday
Fire Station 7	201 Chicon St	Monthly	2,900	12	1st Thursday

*new location

**combined locations

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
Fire Station 8 / EMS 7**	8989 Research Blvd	Monthly	8,365	12	3rd Thursday
Fire Station 9	4301 Speedway	Monthly	2,147	12	2nd Monday
Fire Vehicle Air Shops	2011 E. 51st St	Monthly	18,250	12	3rd Friday

Invoice goes to BSD

EMERGENCY SERVICES- FOR VEHICLES ONLY

POC: Ralph Villela, Marc Saenz, Gadiel Arellano, Pam Gadus, Karen Bitzner, William Alderete

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
POLICE					
POC: Miguel Galindo, Micheal Lord, Richard Galvan					
APD Headquarters	715 E. 8th St.	Monthly	100,000	12	
South Substation	404 Ralph Ablanedo	Monthly	13,339	12	
North Substation	12425 Lamplight Village	Monthly	16,000	12	
Forensics Center	812 Springdale Rd.	Monthly	40,000	12	
Evidence Facility	4708 E. MLK	Monthly	52,000	12	
Mounted Patrol	8011 Boyce Lane	Monthly	2,000	12	
Office of Community Liaison	4101 S. Industrial Blvd	Monthly	27,520	12	

Invoice goes to APD

AUSTIN WATER UTILITY					
POC: Facilities- Danny Cadena, BJ Ruiz , Accounting/Purchasing- Jessica Easley, Dinorah Garcia-Domaschk					
Harold Court Campus - AWU East Service Center [Bldg B]	6301 Harold Court	Monthly	19,000	12	
AWU Hornsby Bend [2 Bldgs]	2210 South FM 973	Monthly	33,000	12	
AWU Glen Bell Service Center	3907 S. Industrial Blvd	Monthly	85,000	12	
Waller Creek Center	625 E. 10th St	Monthly	130,000	12	
Davis Water Treatment Plant	3500 W. 35th St	Monthly	7,500	12	
Govalle	911 Linger Lane	Monthly	15,000	12	
North Service Center	901 West Koenig Lane	Monthly	15,000	12	
South Austin Regional Treatment Plant	1017 Fallwell Lane (Delvalle)	Monthly	22,000	12	
South First Support Center [3 Bldgs]	3616 South 1st St	Monthly	35,000	12	

*new location
**combined locations

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
Travis Water Treatment Plant #4	FM 620 & Bullick Hollow	Monthly	11,100	12	
Ullrich Water Treatment Plant	1000 Forest View Dr	Monthly	14,443	12	
Walnut Creek Water Treatment Plant	7113 East MLK Blvd	Monthly	16,000	12	
Summit Hill Water Quality Lab	14050 Summit Dr. #121	Monthly	8,900	12	
Webberville Service Center	2600 Webberville Rd	Monthly	33,000	12	

Invoice goes to AWU

LIBRARY

POC: Facilities- John Gillum, Manuel Huerta, Don Castillo , Accounting/Purchasing- Monica Ruiz-Welch

John Henry Faulk Cental	800 Guadalupe	Monthly / prior to 9am	110,000	12	Check in w/ security
Austin History Center	810 Guadalupe	Monthly / prior to 9am	36,176	12	Check in w/ security - Closed Monday
Zaragoza Warehouse	651 N Pleasant Valley Rd	Monthly	20,000	12	
Carver Branch	1161 Angelina St	Monthly	14,967	12	Closed Friday
Cepeda Branch	651 N Pleasant Valley Rd	Monthly	8,110	12	Termite treatment schedule - Closed Friday
Howson Branch	2500 Exposition	Monthly	6,500	12	Termite treatment schedule - Closed Thursday
Little Walnut	835 W Rundberg Ln	Monthly	11,000	12	Closed Friday
Manchaca Road Branch	5500 Manchaca Rd	Monthly	14,500	12	Closed Friday
Milwood Branch	12500 Amherst Dr	Monthly	8,266	12	Closed Friday
North Village Branch	2505 Steck Ave	Monthly	10,738	12	Closed Thursday
Hampton Branch (Oak Hill)	5125 Convict Hill Rd	Monthly / after 4pm	8,580	12	Closed Thursday
Oak Springs Branch	3101 Oak Springs Dr	Monthly	10,000	12	Closed Thursday
Pleasant Hill Branch	211 E William Cannon Ave	Monthly / after 4pm	8,000	12	Closed Friday

*new location
**combined locations

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
Old Quarry Branch	7051 Village Center Dr	Monthly	8,300	12	Closed Friday
Ruiz Branch	1600 Grove Blvd	Monthly	16,000	12	Closed Friday
St. John's Branch	7500 Blessing Ave	Monthly	7,000	12	Closed Thursday
Southeast Branch	5803 Nuckols Crossing Rd	Monthly / after 4pm	8,320	12	armite treatment schedule - Closed Thursd
Spicewood Springs Branch	8637 Spicewood Springs Rd	Monthly	13,250	12	Closed Thursday
Terrazas Branch	1105 E Cesar Chavez	Monthly	10,743	12	Closed Thursday
Twin Oaks Branch	1800 S 5th St	Monthly	10,120	12	Closed Thursday
University Hills Branch	4721 Loyola Ln	Monthly / prior to 9am	8,000	12	Closed Friday
Windsor Park Branch	5833 Westminster Dr	Monthly	8,630	12	Closed Thursday
Yarborough Branch	2200 Hancock Dr	Monthly	15,120	12	Closed Friday
Recycled Reads Bookstore	5335 Burnet Rd	Monthly	7,040	12	Closed Monday - Wednesday

Invoice goes to Library

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
AUSTIN ENERGY					
POC: Sammy Ramirez					
Town Lake Center	721 Barton Springs Road	Quarterly	126,123	4	
St. Elmo Service Center	4411 Meinardus Drive	Quarterly	54,762	4	
Kramer Lane Service Center, Building C	2412 Kramer Lane	Quarterly	20,000	4	
Kramer Lane Service Center, Building D	2412 Kramer Lane	Quarterly	20,000	4	
Kramer Lane Service Center, Building E	2526 Kramer Lane	Quarterly	65,742	4	
Energy Control Center	301 West Avenue	Quarterly	40,479	4	
Justin Lane	906 Justin Lane	Quarterly	77,000	4	
The Domain	11,400 Burnet Road, Bldg. 062	Quarterly	55,003	4	
Downtown District Cooling I	300 San Antonio (Hobby Parking Garage)	Quarterly	20,000	4	
Sand Hill Power Plant	13005 Fallwell Lane, Del Valle, TX	Quarterly		4	
Holly Street Power Plant	2401 Holly Street	Quarterly	20,000	4	
Decker Creek Power Plant	8003 Decker Lane	Quarterly	13,550	4	
Back Up Control Center	8003 Decker Lane	Quarterly	5,000	4	
District Cooling Plant II	410 Sabine St	Quarterly	50,000	4	
Customer Care Walk in Branch	8716 Research Blvd.	Quarterly	4,597	4	
Invoice goes to Austin Energy					
AVIATION					
POC: Mike Robinson					
Trash Compactor Office	3401 Spirit of Texas	Monthly	360	12	

*new location
**combined locations

FACILITY NAME	LOCATION	TREATMENT FREQUENCY	SQUARE FOOTAGE	ESTIMATED QUANTITY	SCHEDULED DAY OF SERVICE
Cell Phone Lot	2801 Spirit of Texas	Monthly	380	12	
AVI Fleet Shop	3819 Bergstrom	Monthly	1,231	12	
Taxi Shuttle Office	9300 Rental Car Lane	Monthly	3,579	12	
Telecom Building	3011 Employee Ave	Monthly	9,025	12	
Central Warehouse	9400 Freight Lane	Monthly	12,000	12	
ARFF	3300 General Aviation	Monthly	15,108	12	
Parking Management	2901 Employee Ave	Monthly	17,560	12	
Learning Resource Center	2800 Spirit of Texas	Monthly	21,164	12	
Planning & Engineering/HR	2716 Spirit of Texas	Monthly	32,100	12	
Facilities Maintenance	3601 General Aviation	Monthly	32,450	12	
Passenger Terminal	3600 Presidential	Monthly	553,000	12	

Invoice goes to Aviation

RESOLUTION NO. 20180628-071

WHEREAS, the City of Austin desires to limit the use of pesticides on City owned and managed land that can adversely affect public and environmental health; and

WHEREAS, the City should promote the health of its citizens by limiting exposure to potentially cancer-causing chemicals; and

WHEREAS, all reasonable steps should be taken to maintain the health of our community in a sustainable manner, to the benefit of all residents and future generations; and

WHEREAS, in 1990, the City of Austin authorized the Integrated Pest Management (IPM) program to review and regulate pest control activities, requiring that pesticides are used only as a last resort, and only after structural, cultural and biological pest controls and least toxic products are used first; and

WHEREAS, pesticides being used by City departments tasked with weed and pest control contain glyphosate, neonicotinoids or chlorpyrifos; and

WHEREAS, children are the primary users of public parks and are especially sensitive to health risks posed by pesticides. Children's internal organs are still developing and maturing and their enzymatic, metabolic, and immune systems may provide less natural protection than those of an adult; and

WHEREAS, the Environmental Protection Agency (EPA), the organization tasked with registering pesticides it determines are safe under the Federal Insecticide, Fungicide

and Rodenticide Act, has taken actions to address health and environmental risks from chlorpyrifos exposure; and

WHEREAS, in 2015, the EPA proposed to revoke all food residue tolerances for chlorpyrifos, an active ingredient in insecticides; and

WHEREAS, in March 2017, the EPA Administrator, Scott Pruitt, signed an order denying a petition that sought to ban chlorpyrifos; and

WHEREAS, chlorpyrifos enters the environment through direct application to crops, lawns, domesticated animals, and in the home and workplace. It may also enter the environment through volatilization, spills, and the disposal of chlorpyrifos waste; and

WHEREAS, there is documented evidence that exposure to chlorpyrifos, if touched, inhaled, or ingested, may cause birth defects, fetal deaths, cancer, DNA damage, and other serious illnesses; and

WHEREAS, glyphosate was labelled category 2A by the World Health's Organization cancer agency 'International Agency for Research on Cancer', declaring the chemical as a possible carcinogenic to humans; and

WHEREAS, pollinators are a vital part of agricultural protection with over one - third of all crop production requiring insect pollination; and

WHEREAS, neonicotinoids can be very long-lived in plants and soil, containing harmful levels of neonicotinoids months to years after being treated, and exposures can eventually lead to death of the individual bee or colony; and

WHEREAS, bees and other insect pollinators are under great environmental stress, experiencing die-offs and diminishing populations and negatively impacting major sectors of agriculture, putting food security and environmental ecosystems at risk; and

WHEREAS, an independent review of more than 800 scientific studies concluded that neonicotinoids are causing significant damage to a wide range of beneficial invertebrate species and are a key factor in the decline of bees; and

WHEREAS, the United States Geological Survey has highlighted the growing use of neonicotinoids in the United States and found significant neonicotinoid contamination in our nation's waters, and studies show that neonicotinoids are highly toxic to aquatic invertebrates; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The City Manager is directed to report on current City policies regarding IPM. The report shall include:

- a. Contact information and a summary of the activities and responsibilities of the City's indoor and outdoor IPM Coordinator;
- b. A summary of City codes, criteria and policies related to IPM, indoors and outdoors;
- c. A summary of how the IPM Program complies with federal and state regulations; and
- d. A summary of City outreach and education programs aimed at reducing potential impacts of residential and commercial pesticide use.

BE IT FURTHER RESOLVED;

In order to facilitate and enhance protection of the health, safety, and welfare of its citizens and environment, the City:

- a. Prohibits the use of all products containing the chemical chlorpyrifos on City owned and managed property;
- b. Prohibits the use of all products containing neonicotinoids, including but not limited to imidacloprid, clothianidin, thiamethoxam, dinotefuran, acetamiprid and thiacloprid on City owned and managed property; and
- c. Affirms that products containing glyphosate will only be used in accordance with IPM principles on City owned and managed property.

BE IT FURTHER RESOLVED:

That City staff shall immediately notify all contractors performing weed and pest abatement activities for the City of the decision to end its use of chlorpyrifos and neonicotinoid pesticides and limit its use of glyphosate.

BE IT FURTHER RESOLVED:

That City staff shall use all feasible and affordable means at its disposal to alert residents about the City's decision to end its use of chlorpyrifos and neonicotinoid pesticides and limit its use of glyphosate, and to encourage residents to follow the City's example.

BE IT FURTHER RESOLVED:

The City shall ensure that all employees and hired contractors who apply or use pesticides within the scope of their duties on property owned or maintained by the City adhere to the City's IPM Policy.

ADOPTED: June 28, 2018

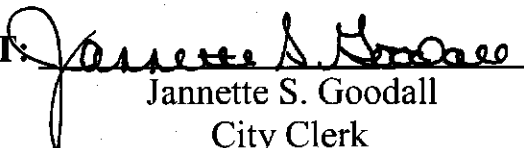
ATTEST: 
Jannette S. Goodall
City Clerk

Exhibit C
Supplemental Terms

1. **Designation of Key Personnel.** The Contractor's Point of Contact for this engagement shall be John Noles, Phone 512-677-1027, Email: pestmaster@suddenlink.net. The City's Point of Contract for the engagement shall be Marty James; Phone: 512-974-3164; Email: martyjames@austintexas.gov.

2. **Invoices/Payment.**

2.1 Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number, the Department's Name, and the name of the point of contact for the Department. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Invoices shall be mailed or emailed to the City's point of contact specified for each Delivery Order or Purchase Order.

2.1.1 Invoices shall include the Current Commercial Price List and the Discount from the Current Commercial Price List. Time billed for labor shall be limited to hours actually performed at the work site.

2.1.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual costs without markup.

2.1.3 Federal Excise Taxes, State taxes, or City sales tax must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

2.2 Payment.

2.2.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

2.2.2 If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

2.2.3 The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

2.2.3.1 delivery of defective or non-conforming deliverables by the Contractor;

2.2.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

2.2.3.4 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

2.2.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

2.2.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

2.2.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

2.2.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

2.2.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

2.2.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

2.3 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non- or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3. **Equal Opportunity**

3.1.1 **Equal Employment Opportunity:** No Contractor or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

3.1.2 **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

4. **Audits and Records.**

4.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

4.2 Records Retention:

4.2.1 For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the contract.

4.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when:

4.2.2.1 requested by a director or an authorized City employee; or

4.2.2.2 the contract is completed or terminated.

4.2.3 The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.

4.3 The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

5. **Interested Parties Disclosure**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed in front of a notary by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in effect. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

6. **Insurance:** The following insurance requirements apply.

6.1.1 **General Requirements.**

6.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

6.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

6.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

6.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

6.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

6.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

6.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be emailed to the City upon request and updates shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

6.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

6.1.1.9 If insurance policies are not written for amounts specified in Paragraph 6.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

6.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

6.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

6.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

6.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

6.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

6.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

6.1.2.1.2 Contractor/Subcontracted Work.

6.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

6.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

6.1.2.1.5 Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

6.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

6.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

6.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

6.1.2.2.2 Thirty (30) calendar days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

6.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

6.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

6.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

6.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

6.1.2.3.3 Thirty (30) calendar days' Notice of Cancellation, Form WC420601, or equivalent coverage.

6.1.2.4 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

7. **Special Tools & Test Equipment.** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.
8. **Delays.** The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

9. **Warranty-Price**

9.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

9.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

9.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

9.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

9.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

9.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

9.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

10. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Marty James, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Noles Pest Services, LLC D/B/A Pestmaster
Services of Austin

ATTN: John Noles

108 Clear Springs Road,

Georgetown, Texas, 78628

11. **Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

18. **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
19. **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
21. **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
22. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
23. **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third-party beneficiaries to the Contract.
24. **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
25. **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

26. **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

27. **Dispute Resolution.**

27.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

27.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

28. **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor and Performing Party agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Noles Pest Services, LLC D/B/A Pestmaster Services of Austin

By: 
Signature

Date: 11-20-2018

Name: John Noles
Printed Name

Title: Owner / Operator

Exhibit E

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

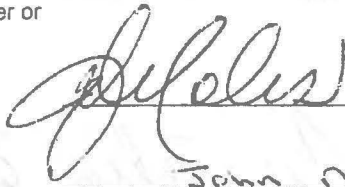
The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Notes Pest Service LLC dba Pestmaster
Services of Austin

Signature of Officer or
Authorized
Representative:



Date:

9-20-2018

Printed Name:

John Notes

Title

owner / operator

Exhibit F

QUOTE SHEET CITY OF AUSTIN PEST CONTROL SERVICES

QUOTE

Extended Price Calculation:

estimated number of locations x price per visit x estimated quantity = extended price

SECTION A LABOR RATE

ITEM NO.	SQUARE FOOT OF FACILITY	FREQUENCY OF TREATMENT	ESTIMATED NUMBER OF LOCATIONS		PRICE PER VISIT		TOTAL ANNUAL VISITS		EXTENDED PRICE
1	0 - 5,000	MONTHLY	39	x	\$ 43.94	x	12	=	\$ 20,503.62
2	5,001 - 10,000	MONTHLY	59	x	\$ 48.80	x	12	=	\$ 34,550.40
3	10,001 - 20,000	MONTHLY	54	x	\$ 58.58	x	12	=	\$ 37,954.84
4	20,001 - 30,000	MONTHLY	7	x	\$ 65.91	x	12	=	\$ 5,536.44
5	30,001 - 40,000	MONTHLY	14	x	\$ 73.23	x	12	=	\$ 12,302.64
6	40,001 - 50,000	MONTHLY	2	x	\$ 87.87	x	12	=	\$ 2,108.88
7	50,001 - 60,000	MONTHLY	2	x	\$ 87.87	x	12	=	\$ 2,108.88
8	60,001 - 70,000	MONTHLY	1	x	\$ 87.87	x	12	=	\$ 1,054.44
9	70,001 - 90,000	MONTHLY	4	x	\$ 87.87	x	12	=	\$ 4,217.76
10	90,001 - 100,000	MONTHLY	1	x	\$ 87.87	x	12	=	\$ 1,054.44
11	100,001 - 120,000	MONTHLY	5	x	\$ 87.87	x	12	=	\$ 5,272.20
12	120,001 - 140,000	MONTHLY	2	x	\$ 87.87	x	12	=	\$ 2,108.88
13	200,001 - 300,000	MONTHLY	1	x	\$ 175.74	x	12	=	\$ 2,108.88
14	553,000	MONTHLY	1	x	\$ 234.32	x	12	=	\$ 2,811.84
15	0 - 5,000	QUARTERLY	2	x	\$ 43.94	x	4	=	\$ 351.52
16	10,001 - 20,000	QUARTERLY	5	x	\$ 58.58	x	4	=	\$ 1,171.60
17	40,001 - 50,000	QUARTERLY	2	x	\$ 87.87	x	4	=	\$ 702.96
18	50,001 - 60,000	QUARTERLY	2	x	\$ 87.87	x	4	=	\$ 702.96
19	60,001 - 90,000	QUARTERLY	2	x	\$ 87.87	x	4	=	\$ 702.96
20	90,001 - 150,000	QUARTERLY	1	x	\$ 175.74	x	4	=	\$ 4,168.64

Exhibit FQUOTE SHEET
CITY OF AUSTIN
PEST CONTROL SERVICES**QUOTE**

ITEM NO.	OTHER SERVICES	ESTIMATED QUANTITY	UNIT PRICE	UNIT	EXTENDED PRICE
21	TERMITE TREATMENT WITHOUT SLAB DRILLING	5000	5.93	LF	29,650
22	TERMITE TREATMENT WITH SLAB DRILLING	2000	5.93	LF	11,860
23	TERMITE TREATMENT WITH SLAB DRILLING AND CONCRETE SCANNING	1000	*	LF	*
24	HOURLY RATE FOR ADDITIONAL SERVICES	1500	58.58	HOURS	87,870
25	LABOR RATE PER HOUR FOR SERVICES AFTER HOURS, WEEKENDS, AND CITY HOLIDAYS	400	58.58	HOURS	23,432
* Total price does not include item #23. Please see attached for details.					TOTAL \$ 290,672.08

SECTION B MATERIALS

Bidder must be able to provide all materials and pesticides approved for use at City of Austin facilities.

ITEM NO.	MATERIALS	PERCENTAGE
26	MARK-UP TO COST FOR ALL PEST CONTROL MATERIALS	% 20

SECTION C OTHER

ITEM NO.	OTHER	RESPONSE	VALUE
27	STATE THE DISTANCE OF YOUR FACILITY FROM THE STATE CAPITOL	30 MILES	5 POINTS
28	STATE THE NUMBER OF YEARS THAT YOUR COMPANY HAVE BEEN PERFORMING INTEGRATED PEST MANAGEMENT SERVICES	11 YEARS	15 POINTS
29	STATE NUMBER OF YEARS THAT YOUR COMPANY HAVE BEEN PERFORMING PEST MANAGEMENT FOR DINNING/COOKING FACILITIES THAT SERVE 500 OR MORE PEOPLE.	10 YEARS	10 POINTS

COMPANY NAME: PESTMASTER SERVICESSIGNATURE OF AUTHORIZED REPRESENTATIVE: [Signature]PRINTED NAME: JOHN NOLESEMAIL ADDRESS: pestmaster@suddenlink.net

Exhibit F

108 Clear Springs Rd.

Georgetown, TX 78628

512-868-2390

888-477-7378



January 16, 2018

Ms. Hicks

To accurately price line item #23 (Termite Treatment with Slab Drilling and Concrete Scanning) on a linear foot basis can be somewhat difficult. The termite treatment and drilling alone would be at the GSA price of 5.93 per linear foot. The scanning would require an inspection and scope of work before a reputable sub-contracting firm would be able to give an accurate price. Typically concrete scanning is charged by the hour and ranges in price from \$700.00 to \$800.00 per hour. Larger jobs may be priced by the day at a rate of \$1500.00 to \$2000.00 per day. What we would prefer to propose is that in the event a job requires concrete scanning, is for us to obtain the scope of work and contact a sub-contractor to get current pricing. The logistics of each scanning can vary causing different pricing. Once we received pricing to do the scan we would submit it to our POC for the City of Austin's approval.

Thank you,
John Noles
Pestmaster Services of Austin

Exhibit G

Pestmaster Services, Inc. Contract # GS-06F-0013L
Federal Supply Service
Authorized Federal Supply Schedule Price List



Contract Holder

Contract # GS-06F-0013L

FEDERAL SUPPLY SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*TM, a menu-driven database system. The INTERNET address for GSA *Advantage!*TM is: <http://www.GSAAdvantage.gov>.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

Schedule 03FAC, Facilities Maintenance Plus

Special Item Number 811-006 Facilities Consultation Services

Special Item Number 371-001 Grounds Maintenance

Special Item Number 371-003 Pest Control Services

Contract Period: February 15, 2016 through February 14, 2021

Contractor: Pestmaster Services, Inc.
9716 S. Virginia St. Suite E
Reno, NV 89511
Contract Administrator: Helen Voelker
Telephone: (775) 858-7378
Toll Free: (800) 525-8866
Fax: (775) 358-7378
Website: www.pestmaster.com
Email: contracts@pestmaster.com
DUNS #: 10-303-4559
Business Size: Small

CUSTOMER INFORMATION:

1. Table of awarded SINS begins on page 3
2. Maximum Order: \$1,000,000
3. Minimum Order: \$100
4. Geographic coverage: Worldwide.
5. Points of Production: Reno, NV
6. Discount from list prices or statement of net price: as applicable
7. Quantity discounts: shown in table of SINS
8. Prompt payment terms: Net 30
9. Notification that Government purchase cards are accepted up to and above the micropurchase level: Yes

10. Foreign items: As applicable

All travel to be reimbursed at actual cost per clause C-FSS-370, per diem rates

According to the Joint Travel Requirements.

Travel time is charged at \$40.50 per hour.

11. Time of delivery: 5 days from development of Scope of Work and Ordering documents

12. FOB: n/a

13. Ordering Address: Pestmaster Services, Inc.
9716 S. Virginia St. Suite E
Reno, NV 89511

14. Payment Address: same as above

15. Warranty provision: 30 days
2 years retreatment on Termite fumigations
5 years warranty on subterranean termite treatment providing the
entire structure is treated

16. Export packing charges, if applicable: As applicable

17. Terms and conditions of Government purchase card acceptance: as applicable

18. Terms and conditions of rental, maintenance, and repair: n/a

19. Terms and conditions of installation: n/a

20. Terms and conditions of repair parts, and for any other services: All services to be ordered
will be based on contractor inspection and review with ordering agency.

21. List of service and distribution points: see information on GSA *Advantage!*TM

22. List of participating dealers: see information on GSA *Advantage!*TM

23. Preventative maintenance: per industry standards

24. Environmental attributes: Integrated Pest Management is the preferred method. This
method prioritizes on the use of non-pesticide approaches before the application of
pesticides.

25. DUNS Number: 10-303-4559

26. Notification regarding registration in SAM: We are registered – 0JEU5

27. Blanket Purchase Agreements may be developed which increases the savings to the client

Locations and Dealers:

Corporate location:

Pestmaster Services, Inc.
9716 S. Virginia St. Suite E
Reno, NV 89511

Pestmaster Services
9716 S. Virginia St. Suite E
Reno, NV 89511

Pestmaster Services
Phoenix, AZ 85045

Pestmaster Services
Palo Alto, CA
9716 S. Virginia St. Suite E
Reno, NV 89511

Franchise locations:

Arizona

Pestmaster Services of Tucson
PO Box 17467
Tucson, AZ 85731

California

Pestmaster Services of Desert Valley
300 N. Imperial
Imperial, CA 92251

Pestmaster Services of Upper Lake
1175 Pitney Avenue
Upper Lake, CA 95485

Pestmaster Services of N San Diego
751 W. 4th Avenue
Escondido, CA 92025

Pestmaster Services of Northern California
4243 Keefer Rd.
Chico, CA 95973

Florida

Pestmaster Services of Jacksonville
812 Wynfield Circle
St. Augustine, FL 32092

Pestmaster Services of Lake City
187 SE Country Club Rd, #101
Lake City, FL 32025

Pestmaster Services of Tampa
3404 W. Bay Vista Ave.
Tampa, FL 33611

Pestmaster Services of Gainesville
187 SE Country Club Rd, #101
Lake City, FL 32025

Pestmaster Services of Miami
6491 SW 13th Street
Miami, FL 33144

Georgia

Pestmaster Services of Savannah
1370 U.S. Hwy 80 E, Unit B
Pooler, GA 31322

Pestmaster Services of Augusta
981 Hunting Horn Way West
Evans, GA 30809

Kansas

Pestmaster Services of Kansas
1236 N. Prairie Creek Rd.
Andover, KS 67002

Maryland

Pestmaster Services of Maryland/DC
10809 N. Keys Road
Brandywine, MD 20613

Pestmaster Services of Maryland/VA
107 S. West Street Ste. 903
Alexandria, VA 22314

New Jersey

Pestmaster Services of New Jersey
114 Sawmill Road
Brick, NJ 08724

New York

Pestmaster Services of Kingston
75 Lucas Avenue
Kingston, NY 12401

Ohio

Pestmaster Services of Cleveland
3015 Crafton Rd.
Beachwood, OH 44122

Pennsylvania

Pestmaster Services of Luzerne
93 Loomis Street
Wilkes-Barre, PA 18702

South Carolina

Pestmaster Services of South Carolina
1370 US Hwy 80 East, B
Pooler, GA 31322

Texas

Pestmaster Services of Austin
108 Clear Springs Rd.
Georgetown, TX 78628

Pestmaster Services of Fort Hood
108 Clear Springs Rd
Georgetown, TX 78628

Pestmaster Services of Dallas
P.O. Box 126515
Benbrook, TX 76126

Pestmaster Services of Fort Worth
P.O. Box 126515
Benbrook, TX 76126

Pestmaster Services of Houston
7019 Hayden Drive
Magnolia, TX 77354

Pestmaster Services of Wichita Falls
5115 Rockpoint Street
Wichita Falls, TX 76310

Utah

Pestmaster Services of Utah
9980 S. 300 W. Suite 200
Sandy, UT 84070

HOW TO ORDER SERVICES –

- A. Prepare a request/scope of work – what do you need done? We will help identify the requirements when we do your inspection.
- B. Or, we can develop a quotation for monthly services or a recurring BPA – the best way for us to provide recurring services.
- C. For technical questions, give us a call or refer to GSA clause G-FSS-920.

This price list is effective. Revision # 11

PRICING ZONE A For all areas where the SCA Wage Determination shows a wage rate for Pest Controller between 6.37 and 9.42 per hour including but not limited to: Alabama, Arkansas, Iowa, Mississippi, Wyoming

SUB CLIN #	Service	Unit	Price per unit
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SIN 811-006 Facilities Consultation Services

811-006-1A	Entomologist Services	Hour	\$185.25
811-006-2A	Supervisor Services	Hour	\$137.75
811-006-3A	Technician Services	Hour	\$90.25

SIN 371-003 Pest Control Services

Scheduled Pest Control

3A-001	1 – 25 Hours	Hour	\$58.03
3A-002	26 – 50 Hours	Hour	\$54.78
3A-003	51 + Hours	Hour	\$52.63

Scheduled Pest Control per Month / Monthly Services

3A-004	0 – 20,000 sf	Square Ft	\$0.02160
3A-005	20,001 – 100,000 sf	Square Ft	\$0.01405
3A-006	100,001 – 500,000 sf	Square Ft	\$0.01079
3A-007	500,001 – 1,000,000 sf	Square Ft	\$0.00647
3A-008	1,000,001 – 2,000,000 sf	Square Ft	\$0.00540
3A-009	2,000,001 – 3,000,000 sf	Square Ft	\$0.00432
3A-010	3,000,001 + sf	Square Ft	\$0.00323

Scheduled Pest Control per Quarter / Quarterly Service

3A-011	0 – 20,000 sf	Square Ft	\$0.03563
3A-012	20,001 – 100,000 sf	Square Ft	\$0.02376
3A-013	100,001 – 500,000 sf	Square Ft	\$0.01620
3A-014	500,001 – 1,000,000 sf	Square Ft	\$0.01080
3A-015	1,000,001 – 2,000,000 sf	Square Ft	\$0.00864
3A-016	2,000,001 – 3,000,000 sf	Square Ft	\$0.00648
3A-017	3,000,001 + sf	Square Ft	\$0.00486

Adult Mosquito Treatment

3A-018	First Half Hour	Half Hour	\$248.33
3A-019	Additional Half Hours	Half Hour	\$183.56

Mosquito Larvae Treatment

3A-020	Mosquito Larvae Treatment	Acre	\$62.45
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Mosquito Larvae Surveillance

3A-021	Mosquito Larvae Surveillance	Acre	\$36.71
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Termite Inspection Services

3A-022	Termite Inspection Services	Hour	\$64.78
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Structural Termite Fumigation

3A-023	Tenting, Prior and Post Services	1,000 Cu Ft	\$46.58
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Subterranean Termite Control – Termidor or Premise Products

3A-024	Trench, Rodding and All Services Necessary	Linear Ft	\$5.93
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SIN 371-001 Grounds Maintenance

Pre-Emergent Vegetation Control

1A-101	1 – 10 Acres	Acre	\$370.35
1A-102	11 – 100 Acres	Acre	\$333.37
1A-103	101 – 500 Acres	Acre	\$264.54
1A-104	501 – 1,000 Acres	Acre	\$195.97
1A-105	1001 + Acres	Acre	\$126.06

Non Selective Vegetation Control

1A-106	1 – 10 Acres	Acre	\$264.54
1A-107	11 – 100 Acres	Acre	\$222.15
1A-108	101 – 500 Acres	Acre	\$195.97
1A-109	501 – 1,000 Acres	Acre	\$153.33
1A-110	1001 + Acres	Acre	\$132.57

Selective Vegetation Control

1A-111	1 – 10 Acres	Acre	\$301.51
1A-112	11 – 100 Acres	Acre	\$238.12
1A-113	101 – 500 Acres	Acre	\$206.22
1A-114	501 – 1,000 Acres	Acre	\$174.21
1A-115	1001 + Acres	Acre	\$137.67

Arundo Donax, Tamarisk and Other Noxious, Exotic Vegetation Control

1A-116	Initial Removal and Biomass Mulching	Acre	\$3,170.37
1A-117	Follow Up Herbicide Applications	Acre	\$846.84

PRICING ZONE B For all areas where the SCA Wage Determination shows a wage rate for Pest Controller between 9.48 and 14.13 per hour including but not limited to: Arizona, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Idaho, Indiana, Illinois, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Maine, Michigan, Minnesota, Missouri, Montana, North Carolina, North Dakota, Nebraska, New Hampshire, New Jersey, Nevada, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Vermont, Washington, Wisconsin, West Virginia

SUB CLIN #	Service	Unit	Price per unit
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SIN 811-006 Facilities Consultation Services

811-006-1B	Entomologist Services	Hour	\$185.25
811-006-2B	Supervisor Services	Hour	\$137.75
811-006-3B	Technician Services	Hour	\$90.25

SIN 371-003 Pest Control Services

Scheduled Pest Control

3B-001	1 – 25 Hours	Hour	\$64.62
3B-002	26 – 50 Hours	Hour	\$61.54
3B-003	51 + Hours	Hour	\$58.58

Scheduled Pest Control per Month / Monthly Services

3B-004	0 – 20,000 sf	Square Ft	\$0.02735
3B-005	20,001 – 100,000 sf	Square Ft	\$0.01814
3B-006	100,001 – 500,000 sf	Square Ft	\$0.01216
3B-007	500,001 – 1,000,000 sf	Square Ft	\$0.00811
3B-008	1,000,001 – 2,000,000 sf	Square Ft	\$0.00623
3B-009	2,000,001 – 3,000,000 sf	Square Ft	\$0.00508
3B-010	3,000,001 + sf	Square Ft	\$0.00399

Scheduled Pest Control per Quarter / Quarterly Service

3B-011	0 – 20,000 sf	Square Ft	\$0.04103
3B-012	20,001 – 100,000 sf	Square Ft	\$0.02735
3B-013	100,001 – 500,000 sf	Square Ft	\$0.01824
3B-014	500,001 – 1,000,000 sf	Square Ft	\$0.01216
3B-015	1,000,001 – 2,000,000 sf	Square Ft	\$0.00972
3B-016	2,000,001 – 3,000,000 sf	Square Ft	\$0.00756
3B-017	3,000,001 + sf	Square Ft	\$0.00540

Adult Mosquito Treatment

3B-018	First Half Hour	Half Hour	\$248.33
3B-019	Additional Half Hours	Half Hour	\$183.56

Mosquito Larvae Treatment

3B-020	Mosquito Larvae Treatment	Acre	\$62.45
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Mosquito Larvae Surveillance

3B-021	Mosquito Larvae Surveillance	Acre	\$36.71
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Termite Inspection Services

3B-022	Termite Inspection Services	Hour	\$64.78
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Structural Termite Fumigation

3B-023	Tenting, Prior and Post Services	1,000 Cu Ft	\$46.58
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Subterranean Termite Control – Termidor or Premise Products

3B-024	Trench, Rodding and All Services Necessary	Linear Ft	\$5.93
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SIN 371-001 Grounds Maintenance

Pre-Emergent Vegetation Control

1B-101	1 – 10 Acres	Acre	\$370.35
1B-102	11 – 100 Acres	Acre	\$333.37
1B-103	101 – 500 Acres	Acre	\$264.54
1B-104	501 – 1,000 Acres	Acre	\$195.97
1B-105	1001 + Acres	Acre	\$126.06

Non Selective Vegetation Control

1B-106	1 – 10 Acres	Acre	\$264.54
1B-107	11 – 100 Acres	Acre	\$222.15
1B-108	101 – 500 Acres	Acre	\$195.97
1B-109	501 – 1,000 Acres	Acre	\$153.33
1B-110	1001 + Acres	Acre	\$132.57

Selective Vegetation Control

1B-111	1 – 10 Acres	Acre	\$301.51
1B-112	11 – 100 Acres	Acre	\$238.12
1B-113	101 – 500 Acres	Acre	\$206.22
1B-114	501 – 1,000 Acres	Acre	\$174.21
1B-115	1001 + Acres	Acre	\$137.67

Arundo Donax, Tamarisk and Other Noxious, Exotic Vegetation Control

1B-116	Initial Removal and Biomass Mulching	Acre	\$3,170.37
1B -117	Follow Up Herbicide Applications	Acre	\$846.84

PRICING ZONE C: For all areas where the SCA Wage Determination shows a wage rate for Pest Controller between 14.44 and 18.75 per hour including but not limited to: Alaska, New York, Puerto Rico

SUB CLIN # Service Unit Price per unit

SIN 811-006 Facilities Consultation Services

811-006-1C	Entomologist Services	Hour	\$185.25
811-006-2C	Supervisor Services	Hour	\$137.75
811-006-3C	Technician Services	Hour	\$90.25

SIN 371-003 Pest Control Services

Scheduled Pest Control

3C-001	1 – 25 Hours	Hour	\$74.87
3C-002	26 – 50 Hours	Hour	\$71.81
3C-003	51 + Hours	Hour	\$67.70

Scheduled Pest Control per Month / Monthly Services

3C-004	0 – 20,000 sf	Square Ft	\$0.03188
3C-005	20,001 – 100,000 sf	Square Ft	\$0.02127
3C-006	100,001 – 500,000 sf	Square Ft	\$0.01418
3C-007	500,001 – 1,000,000 sf	Square Ft	\$0.00947
3C-008	1,000,001 – 2,000,000 sf	Square Ft	\$0.00755
3C-009	2,000,001 – 3,000,000 sf	Square Ft	\$0.00629
3C-010	3,000,001 + sf	Square Ft	\$0.00504

Scheduled Pest Control per Quarter / Quarterly Service

3C-011	0 – 20,000 sf	Square Ft	\$0.04782
3C-012	20,001 – 100,000 sf	Square Ft	\$0.03189
3C-013	100,001 – 500,000 sf	Square Ft	\$0.02126
3C-014	500,001 – 1,000,000 sf	Square Ft	\$0.01418
3C-015	1,000,001 – 2,000,000 sf	Square Ft	\$0.01133
3C-016	2,000,001 – 3,000,000 sf	Square Ft	\$0.00944
3C-017	3,000,001 + sf	Square Ft	\$0.00755

Adult Mosquito Treatment

3C-018	First Half Hour	Half Hour	\$248.33
3C-019	Additional Half Hours	Half Hour	\$183.56

Mosquito Larvae Treatment

3C-020	Mosquito Larvae Treatment	Acre	\$62.45
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Mosquito Larvae Surveillance

3C-021	Mosquito Larvae Surveillance	Acre	\$36.71
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Termite Inspection Services

3C-022	Termite Inspection Services	Hour	\$64.78
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Structural Termite Fumigation

3C-023	Tenting, Prior and Post Services	1,000 Cu Ft	\$46.58
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Subterranean Termite Control – Termidor or Premise Products

3C-024	Trench, Rodding and All Services Necessary	Linear Ft	\$5.93
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SIN 371-001 Grounds Maintenance

Pre-Emergent Vegetation Control

1C-101	1 – 10 Acres	Acre	\$370.35
1C-102	11 – 100 Acres	Acre	\$333.37
1C-103	101 – 500 Acres	Acre	\$264.54
1C-104	501 – 1,000 Acres	Acre	\$195.97
1C-105	1001 + Acres	Acre	\$126.06

Non Selective Vegetation Control

1C-106	1 – 10 Acres	Acre	\$264.54
1C-107	11 – 100 Acres	Acre	\$222.15
1C-108	101 – 500 Acres	Acre	\$195.97
1C-109	501 – 1,000 Acres	Acre	\$153.33
1C-110	1001 + Acres	Acre	\$132.57

Selective Vegetation Control

1C-111	1 – 10 Acres	Acre	\$301.51
1C-112	11 – 100 Acres	Acre	\$238.12
1C-113	101 – 500 Acres	Acre	\$206.22
1C-114	501 – 1,000 Acres	Acre	\$174.21
1C-115	1001 + Acres	Acre	\$137.67

Arundo Donax, Tamarisk and Other Noxious, Exotic Vegetation Control

1C-116	Initial Removal and Biomass Mulching	Acre	\$3,170.37
1C -117	Follow Up Herbicide Applications	Acre	\$846.84

For assistance with pricing and or using this table please contact the Contracts Department at
 (775) 858-7378.

EXHIBIT D
City of Austin, Texas
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor and Performing Party agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Noles Pest Services, LLC D/B/A Pestmaster Services of Austin

By: 
Signature

Date: 11-20-2018

Name: John Noles
Printed Name

Title: owner / operator

Exhibit E

**City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

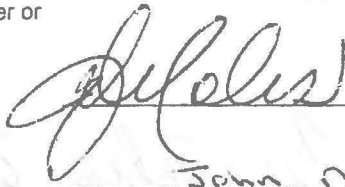
The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:

Notes Pest Service LLC dba Pestmaster
Services of Austin

Signature of Officer or
Authorized
Representative:



Date:

9-20-2018

Printed Name:

John Notes

Title

owner / operator

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
WorkQuest
For
Integrated Pest Management Services with Exclusion Services
Master Agreement Number 7400 NC180000045**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and WorkQuest ("Contractor"), having offices at Austin Texas and has assigned the performance of this contract to St. Dominic of Silos Rehabilitation Services, Inc. dba Daniel Pest Control and Professional Services ("Performing Party") to provide Integrated Pest Management Services (IPM) with Exclusion Services.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Abby Monk, Phone: **512-451-8145**, Email Address: amonk@tibh.org; St. Dominic of Silos Rehabilitation Services, Inc. dba Daniel Pest Control and Professional Services, Kurt Daniel, **512-915-7307**, email Address: Kurt.Daniel@danielpestcontrol.com. The City's Contract Manager for the engagement shall be Julie Strickland, Phone: **(512) 974-3980**, Email Address: Julie.Strickland@austintexas.gov. The Performing Party's Contract Manager shall be Daniel Pest, Phone: The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor and Performing Party shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Performing Party shall perform work according to Exhibit A, scope of work.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** Contractor shall have fourteen (14) business days upon receipt of the Performing Party's invoice to invoice the City. The Contractor will be paid monthly at the prices set forth in Exhibit C – Contractor's Quote Sheet, attached hereto, for successful completion of the tasks described in Exhibits A. The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$1,520,400.00 for all fees and expenses, for initial Contract term and each approved extension option, to be shared by all Contractors

3.2 **Economic Price Adjustment.**

Weight % or \$ of Base Price: 50 %	
Database Name: CPI - All Urban Consumers	
Series ID: CUUR0000SA0	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: All items in US City average, all urban consumers, not seasonally adjusted. US City average	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Exhibit C	

3.2.5 **Calculation.**

3.2.5.3 **Composite Indexes.** Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in 3.2.4.3 above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

3.2.6 If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the address listed on the Delivery Order.

3.3.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.3.3 Unless otherwise expressly authorized in the Contract, the Contractor and Performing Party shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment**

may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.8 Final Payment and Close-Out.

3.8.1 The making and acceptance of final payment will constitute:

3.8.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.8.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 12 months.

The Contract may be extended automatically beyond the initial term for up to 4 additional 12 month periods at the City's sole option unless the Contractor is notified in writing no less than 90 days prior to the contract's expiration.

4.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

4.1.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract (not exceed 120 calendar days unless mutually agreed on in writing).

4.1.3 This is a 60-month Contract. Prices are firm for the first twelve (12) months.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum

differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming

- 7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;
- 7.4.6 reorganization, reduction and/or relocation in key personnel;
- 7.4.7 known or anticipated sale, merger, or acquisition;
- 7.4.8 known, planned or anticipated stock sales;
- 7.4.9 any litigation against the Contractor; or
- 7.4.10 significant change in market share or product focus.

7.5 Audits and Records.

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 Records Retention:

7.5.2.1 Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.

7.5.2.2 All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City.

7.5.3 The Contractor shall include sections 7.5.1 and 7.5.2 above in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 Indemnity.

7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.11 **Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 **No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 Jurisdiction And Venue. The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 Invalidity. The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 Holidays. The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

WORKQUEST

By: Abbey Mark
Signature

Name: Abbey Mark
Printed Name

Title: Regional Plate Manager

Date: 9/25/2018

**St. Dominic of Silos Rehabilitation Services, Inc.
dba Daniel Pest Control and Professional
Services**

By: Kurt A. Daniel
Signature

Name: Kurt A. Daniel
Printed Name

Title: Director of Operations

Date: 9/25/2018

CITY OF AUSTIN

By: Cyrenthia Ellis
Signature

Name: Cyrenthia Ellis
Printed Name

Title: Procurement Manager

Date: 9/27/2018

List of Exhibits

Exhibit A	Scope of Work and Attachments A and Attachment B
Exhibit B	Non Discrimination Certification, Section 0800
Exhibit C	(TIBH) Proposal email dated 1/16/2018 ("Quote Sheet")
Exhibit D	City of Austin Resolution No 20180628-071
Exhibit E	Certificate of Filing

**EXHIBIT A
CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
INTEGRATED PEST MANAGEMENT SERVICES WITH EXCLUSION**

1.0 SCOPE AND CLASSIFICATION

This specification establishes the minimum requirements of Pest Control services for various departments for the City of Austin ('City'). The City shall implement the Integrated Pest Management (IPM) program as a strategy for control of pests in and around City facilities. The following description details the City's understanding of the scope and type of IPM program services to be rendered.

The IPM program is a balanced, tactical approach to pest control. It involves taking action to anticipate pest outbreaks and to prevent potential damage. IPM programs often combine several control tactics, including biological control, cultural practices, mechanical controls, monitoring of pest populations and damage, and careful use of chemical and biological pesticides. The goal of an IPM program is to achieve economical and effective pest control with the least risk to the environment.

The City may elect to allow multiple City departments to utilize the contract. All services shall be rendered at the location specified at the time of order.

2.0 DEFINITIONS

- 2.1 Additional Services** – Services that are not routine for the IPM program, but will be requested and negotiated by the City on an as needed basis for a specified scope of services.
- 2.2 Call back-** a return visit to treat for same pest removal within 30 days of service date.
- 2.3 Category** – A structural pest control category as determined by the Texas Department of Agriculture (TDA) and defined by Texas Administrative Code (TAC), Title 4, art 1, Chapter 7, Subchapter H, Division 2, Rule 7.125. Individuals performing pest control services are required by TDA to be licensed in each category of service being performed. The categories are: pest control, termite control, lawn and ornamental, structural fumigation, commodity fumigation, weed control and wood preservation.
- 2.4 CCA** – Certified commercial applicator as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as an individual licensed by TDA as a certified commercial applicator (CCA) in the category (ies) to perform pest control services, identifications and control measures required in this specification under the indirect supervision of the responsible certified commercial applicator (RCCA).
- 2.5 Contractor** – Has the meaning set-out in the contract
- 2.6 Control** – The periodic eradication of existing infestation, within practical limits and includes the prevention of re-infestation. Acceptability levels of pest

**EXHIBIT A
CITY OF AUSTIN
PURCHASE SPECIFICATION
FOR
INTEGRATED PEST MANAGEMENT SERVICES WITH EXCLUSION**

population within any building or area shall be determined by the Contract Manager.

- 2.7 **Emergency Service** – Those services determined by the Contract Manager or a designated representative to be hazardous or detrimental to the health of City employees or negatively affect operations (Ref. Paras 9.8 and 9.9).
- 2.8 **Exclusion-** process of preventing animals/ pests from obtaining access to an unwanted area by sealing entry points and removing attractants.
- 2.9 **HCSDS** – The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, or importers to provide **Safety Data Sheets (SDSs)** (formerly known as Material Data Sheets or MSDSs) to communicate the hazards of hazardous chemical products.
- 2.10 **Inspection-** detailed survey notating observations of building cleanliness, pest attractants such as improper food storage and wet or damp areas, and opportunities for pest entry into building.
- 2.11 **Insecticide-** Type of pesticide chemical used to specifically target and kill insects. This includes bait boxes, traps, glue boards and other non-chemical applications.
- 2.12 **MSDS** – Material Safety Data Sheet (Ref. Para. 2.5.).
- 2.13 **Performing Party** – Has the meaning set-out in the contract
- 2.14 **Pesticide-** Chemical used to kill fungi, bacteria, insects, plant diseases, or weeds.
- 2.15 **RCCA** – Responsible Certified Commercial Applicator (RCCA) as defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.121 as a CCA designated by the structural pest control business license holder to be responsible for training and supervision of all pest control operations of the business.
- 2.16 **Start-up Business** - A start-up business is defined as a company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.
- 2.17 **Structural Pest Control Business License** – Defined by TAC, Title 4, Part 1, Chapter 7, Subchapter H, Division 2, Rule 7.2.1 as a business license issued by TDA and required for any individual or business engaged in structural pest control services for compensation and is required for each business locations, including branch offices.
- 2.18 **TAC** – Texas Administrative Code.

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3.0 APPLICABLE LAWS AND STANDARDS

The Performing Party shall provide the specified service requirements in accordance with applicable federal, state and local laws, standards and regulations necessary to perform the services, including, but not limited to:

- 3.1 United States Code, Title 7, Section 136 et seq., Federal Insecticide, Fungicide, and Rodenticide Act.
- 3.2 Material Safety Data Sheet
- 3.3 Globally Harmonized Safety Data Sheet
- 3.4 Occupational Code, Chapter 1951, Structural Pest Control, also known as the Texas Structural Pest Control Act.
- 3.5 TAC, Title 4, Part 1, Chapter 7, Subchapter H, Structural Pest Control Service.
- 3.6 United States Environmental Protection Agency's requirements.
- 3.7 City of Austin Resolution NO.20180628-071

4.0 PERFORMING PARTY REQUIREMENTS

- 4.1 The Performing Party will be a licensed company engaged in the business of providing commercial pest control and exclusion services for a minimum of three years within the last five years. Performing Party will have previous IPM experience or a Reduced Impact Pest Control Service designation as defined by the Texas Structural Pest Control Service.
- 4.2 Performing Party shall have a minimum of five (5) years continuous business operation in the field of pest exclusion.
- 4.3 Performing Party shall have a current structural pest control business license issued by TDA.
- 4.4 Performing Party shall have a designated licensed RCCA and licensed CCA's. The designated RCCA and CCA can be the same person and may perform the services of the CCA.
- 4.5 Performing Party shall be in good financial standing, and current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of the Contractor/Performing Party's audited or un-audited financial statement.
- 4.6 Performing Party shall have available qualified staff to respond to multiple requests for services at multiple locations as requested by the Contract Manager or designee.
- 4.7 Performing Party shall provide a primary point of contact that shall be accessible to the City's Contract Manager and other designated staff.

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- 4.8 Performing Party shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract and/or purchase order.
- 4.9 Performing Party shall provide a constantly monitored, 24 hours a day, seven days per week telephone number to contact for service.
- 4.10 Performing Party shall provide copies of current licenses to the Contract Manager, upon request, throughout the term of the contract.
- 4.11 Performing Party shall require key personnel performing services to:
 - 4.11.1 Wear a clearly visible identifying name badge with the company logo or uniform with the personnel's name and company name or logo clearly marked on the uniform.
 - 4.11.2 Report to the designated site contact upon arrival at the job site to obtain site access.
 - 4.11.3 Present and maintain a neat appearance at all times.
 - 4.11.4 Communicate in English both orally and in writing.
 - 4.11.5 Respond to any written requests in the same manner within two (2) business days unless identified as an emergency in which case the response time shall be two hours.
 - 4.11.6 Not be excessively loud or use personal multi-media devices (*i.e.* portable radios, CD players, or MP3 players.).
 - 4.11.7 Knock on any closed doors for access, or politely announce presence in open rooms that require service and are occupied by staff.
- 4.12 All Performing Party employees assigned to this contract must undergo a criminal background check by the Austin Police Department prior to conducting work on City premises. All cost associated to the criminal background check shall be the responsibility of the Contractor/Performing Party.

5.0 KEY PERSONNEL REQUIREMENTS

The Performing Party shall provide the RCCA and CCA with the following requirements:

- 5.1 The RCCA shall be responsible for training and supervision of all pest control operations of the business.
- 5.2 The CCA(s) shall perform pest control services, exclusion services, identifications and control measures required in the specification.
- 5.3 Have a current license issued by TDA in the required category (ies) to perform the pest control and exclusion services, identifications and control measures required in this specification.
- 5.4 Have a minimum of one year experience within the last two years providing commercial pest control services.
- 5.5 Have a minimum of one year experience within the last two years providing commercial exclusion services.

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6.0 SERVICE REQUIREMENTS

6.1 INSPECTION:

- 6.1.1 Perform an initial inspection of all facilities during the post award meeting.
- 6.1.2 Evaluate the pest control needs at each designated location.
- 6.1.3 Identify problem areas and any equipment, structural features or management practices that are contributing to pest infestation.

6.2 PEST CONTROL MANAGEMENT PROGRAM

- 6.2.1 The pest control management program shall outline any site-specific structural, sanitary or operational changes that shall eliminate sources of pest food, water, harborage and access.
 - 6.2.1.1 The Performing Party shall submit a written pest control management program within ten working days after the initial inspection to the designated City representative.
 - 6.2.1.2 An updated pest control management program shall be submitted after services have been performed, if needed, to the designated City representative throughout the term of the Contract or a purchase order.

6.3 SCHEDULE OF SERVICES:

For each location assigned to the Performing Party, the Performing Party shall:

- 6.3.1 Submit a proposed one-year schedule with the dates and times for the performance of the pest control services with a specified service interval at the post award meeting.
- 6.3.2 Coordinate any special scheduling required for specific areas with the designated representative at the post award meeting.
- 6.3.3 Submit a copy of the approved final one-year service schedule to the Contract Manager and the City IPM Coordinator in a spreadsheet format that outlines the date and time the services shall be performed within five business days from the approval of the schedule.
- 6.3.4 Submit a written request to alter a scheduled date or time for service a minimum of three days prior to the scheduled service date to the designated representative for written approval. The designated representative will respond in writing within three business days of receipt of the request.

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- 6.3.5 Coordinate changes in scheduled times requested in writing by the designated representative for special circumstances due to operational requirements. Changes to scheduled times shall be made by mutual consent of the Performing Party and the designated representative.
- 6.3.6 Submit a new proposed one-year schedule for the following term of service to be approved in writing by the designated representative a minimum of one month, but not earlier than two months, prior to completing the services on the current schedule.
- 6.3.7 Schedule services upon the verbal request from the designated representative for locations identified on the solicitation with service intervals on an as needed basis as mutually agreed to by the Performing Party and the designated representative.

6.4 CHEMICALS:

The Performing Party shall:

- 6.4.1 If a chemical application becomes necessary, the Performing Party shall obtain written approval from the department's point of contact or designee for any chemical(s) used other than those chemical insecticides and pesticides identified as approved by the City.
- 6.4.2 Chemical insecticides are to be used as a last resort. If chemical pesticides are necessary, selected chemicals shall be of a type that are environmentally sound, minimize risks to human health, and are effective in managing the targeted pest. When selecting pesticide products, highest priority shall be given to use of products on the Green and Yellow Lists per Attachment A, in that order, according to the criteria established in the most recent Structural Pest Control Service definitions of these products (Texas Administrative Code, Title 4, Part 1, Chapter 7, Subchapter H, Division 3, Rule §7.150). The City reserves the right to give final approval on all chemical insecticides used.
- 6.4.3 Approved pesticides for the City:
 - 6.4.3.1 Eco-PCO AR-X*
 - 6.4.3.2 Advion Ant Gel
 - 6.4.3.3 Advion Ant Bait
 - 6.4.3.4 Advion Roach Gel
 - 6.4.3.5 Dupont Arilon
 - 6.4.3.6 Niban Granular*
 - 6.4.3.7 Talstar*
 - 6.4.3.8 Cy-Kick CS*

**Reflect a "not least-toxic option." Only applied in emergency situations and requires special notification.*

- 6.4.4 Insecticide (bait boxes, traps, glue boards etc.) bait formulations should be standard pesticide technology for cockroach and ant control, with alternate formulations restricted to situations where baits are not practical.

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- 6.4.5 The minimum use of chemical pesticides shall be used and is limited to indoor and outdoor target species.
- 6.4.6 Non-pesticide methods of control must be used, when possible, as the first step in eliminating pests. For example: portable vacuums rather than pesticide sprays are the standard method for initial cleanouts of cockroach infestations, swarming (winged) ants, termites and control of spiders and their webs. In addition, trapping devices rather than pesticide sprays are the standard method for indoor fly control.
- 6.4.7 Pesticides and insecticides applications are restricted to exceptional circumstances where IPM methods have failed or are not practical. Application of pesticides and insecticides to exposed surfaces or any space sprays ("fogging") requires written approval from Department Contact prior to application. No surface application or space spray may be applied while building occupants or employees are present. All necessary precautions are taken to ensure safety of building occupants and employees, including containment of pesticide in application area.
- 6.4.8 The application of pesticides shall be completed on an as-needed basis. Application of pesticide in any area (inside or outside) will not occur unless visual inspection or monitoring device indicates presence of pest in specific area. Requests for preventive pesticide treatment in areas where surveillance indicates a potential insect or rodent infestation will be evaluated by the Department's Point of Contact on a case-by-case basis. Written approval from the Department's Point of Contact is required prior to preventive pesticide application.
- 6.4.9 Rodent control inside buildings is handled with trapping devices only. When rodenticides are deemed essential for adequate rodent control inside buildings, written approval from Department Contact is required prior to interior rodenticide treatment application.
- 6.4.10 Application of all insecticides is crack and crevice treatment only.
- 6.4.11 Traps, bait boxes and glue boards are located out of public view and in areas not likely to be disturbed by routine cleaning or maintenance. Location of these items shall be noted in the Monthly Pest Control Inspection Sheet provided to the City's Contract Manager.
- 6.4.12 All indoor trapping devices are concealed out of the public view and in protected areas, so as not to be affected by routine cleaning or maintenance.
- 6.4.13 All rodenticides, regardless of packaging, are placed in EPA approved tamper-resistant bait boxes or in locations not accessible to children,

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pets, wildlife, and domestic animals. Rodenticide application on exterior of the buildings involves rodent burrows, when feasible.

6.5 CONSUMER INFORMATION SHEETS AND PEST CONTROL SIGNS:

The Performing Party shall provide pest control consumer information sheets and pest control signs to the designated representative a minimum of 48 hours prior to the service being performed. The pest control signs shall provide information to notify employees working at the location of the date the service shall be perform.

6.6 ROUTINE SERVICE:

The Performing Party shall:

6.6.1 Verbally, or by email, respond to routine service calls received prior to 4:00 p.m. within one hour after service call is received. Routine service calls received after 4:00 p.m. Monday through Friday shall be verbally or emailed responded to by 8:00 a.m. the following work day. Routine service calls received after 4:00 p.m. on Friday shall be verbally or email responded to by 8:00 a.m. on the following Monday.

6.6.2 All scheduled services except for emergency services shall be performed before 5:00 p.m. Monday through Friday, or at a time approved in writing by the designated representative, excluding holidays observed by the City. Emergency services shall be performed as requested by the designated representative.

6.6.3 Provide services to control all insects, for interior and exterior areas to include all exterior perimeter areas up to 15 feet from the building and parking lots, including but not limited to:

- 6.6.3.1 Ants – carpenter, fire and pharaoh
- 6.6.3.2 Beetles, including lady bugs
- 6.6.3.3 Crawling insects
- 6.6.3.4 Crickets
- 6.6.3.5 Mites
- 6.6.3.6 Other Anthropoid Insects
- 6.6.3.7 Roaches - all types
- 6.6.3.8 Rodents, including mice and rats
- 6.6.3.9 Scorpions
- 6.6.3.10 Silverfish
- 6.6.3.11 Spiders (arachnids) - all types
- 6.6.3.12 Stinging Insects
- 6.6.3.13 Water Bugs

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Service areas shall include lobbies, break rooms, kitchens, hallways, storage areas, rest rooms, offices, conference rooms, mechanical rooms, restricted areas, all entries, courtyards, expansion areas: weep holes, walkways and any other areas as specified by the designated representative.

NOTE: The pest control services required in the specification do not include service for: birds; bats; fleas; flying insects including bees, wasps and hornets; raccoons and opossums/possums; ticks; raspberry crazy ants; bed bugs; termites, and other wood destroying insects and other pests. Pest control services not covered by this specification may be requested under additional services.

- 6.6.4 Provide services to control all hopping insects, rats, mice and other rodents, including but not limited to, fleas and crickets on an as needed basis as requested by the designated representative or as identified by the Performing Party on the service ticket and approved in writing by the designated representative. Service areas shall include lobbies, break rooms, hallways, storage areas, rest rooms, offices, conference rooms, mechanical rooms, restricted areas, all entries, courtyards, expansion areas, weep holes, walkways and any other areas as specified by the designated representative. Performing Party shall maintain and remove the rodent bait boxes outside the buildings.
- 6.6.5 Provide inside and outside treatment, including but not limited to, the placement of rat, mice or rodent control bait in and around the building, as required, in areas and in devices that shall prevent ingestion by other animals and prevent access by the public. Rodent and other animal traps must be checked twice weekly, unless otherwise agreed to in writing by Department Contact, price shall be included as part of the monthly labor rate in the quote sheet. Additional rodent trapping devices shall be provided as miscellaneous parts at costs, as needed and approved in writing by the designated representative.
- 6.6.6 Clearly identify bait boxes, bait blocks or feeding stations to prevent against accidents and take the necessary precautions to reduce the possibility of accidents to humans and domestic animals.
- 6.6.7 Perform services on the dates as identified and approved on the Schedule of Services or as approved or requested by the designated representative.
- 6.6.8 Identify building maintenance needs or existing conditions contributing to pest activity and provide recommendations of measures that are required to eliminate the conditions on the service ticket.
- 6.6.9 Remove from the premises and properly dispose of all chemical containers and packaging used in performance of the service and dispose of dead rodents and

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pests in accordance with all applicable federal, state and local laws and regulations.

- 6.7 **CALL BACK SERVICE DUE TO REINFESTATION:** Call back services due to reinfestation shall be provided for building locations serviced on an as needed basis for reinfestation occurring within thirty days after the initial treatment date, at no additional cost to the City. Call back services due to reinfestation for the building locations serviced on a scheduled service interval shall be as requested by the designated representative, at no additional cost to the City. The Performing Party shall:

6.7.1 Provide call back services due to reinfestation during or after regular business hours.

6.7.2 Complete call back services within 24 hours from receipt of the request.

6.7.3 Continue call back services until the infestation is under control or eliminated.

- 6.8 **EMERGENCY SERVICE**
The Performing Party shall:

6.8.1 Verbally respond to calls for emergency service from the City within thirty minutes after service call is received and follow-up with email.

6.8.2 Initiate emergency pest control services within one hour of verbal response time for pest control services required for any emergency use vehicles (ambulances, police cars, fire trucks,). Performing Party shall indicate a minimum call out charge and hourly rate for these services in the appropriate space on the quote sheet.

6.8.3 Initiate emergency services within two hours from Performing Party's response to a request for service from the designated representative, if request for service is not associated to an emergency use vehicle.

- 6.9 **EMERGENCY SERVICE DUE TO REINFESTATION:**

Emergency services due to reinfestation shall be provided for building locations serviced on an as needed basis for reinfestation occurring within thirty days after the initial treatment date, at no additional cost to the City. Emergency services due to reinfestation for building locations serviced on a scheduled service interval

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shall be as requested by the designated representative, at no additional cost to the City. The Performing Party shall:

- 6.9.1 Provide emergency services due to reinfestation.
- 6.9.2 Verbally respond to requests for emergency service within thirty minutes after service call is received and follow-up with an email.
- 6.9.3 Complete emergency services within four hours from Performing Party's response to a request for service from the designated representative.

6.10 SERVICE TICKET

The Performing Party shall:

- 6.10.1 Provide a service ticket for each service performed to the designated representative.
- 6.10.2 Provide the following information on the service ticket:
 - 6.10.2.1 Service ticket number
 - 6.10.2.2 16- digit Purchase Order Number (DO #)
ex: DO-7500-17021407238
 - 6.10.2.3 Location address
 - 6.10.2.4 Building number, if applicable
 - 6.10.2.5 Date of service
 - 6.10.2.6 Name and title of the key personnel performing the work
 - 6.10.2.7 City of Austin Work order number, if applicable
 - 6.10.2.8 Specific pest problems, if applicable
 - 6.10.2.9 Pesticide applications or other treatments provided
 - 6.10.2.10 Devices utilized
 - 6.10.2.11 Specific location of application sites
 - 6.10.2.12 Target pest
 - 6.10.2.13 Pest sightings
 - 6.10.2.14 Sanitation or environmental status
 - 6.10.2.15 Building maintenance needs identifying existing conditions contributing to the pest activity and recommendations of measures that are required to eliminate the conditions.

- 6.10.3 Have the service ticket signed and dated upon completion of the service by the designated representative.

6.11 RECORDS:

Provide a Pesticide Use Record (template to be provided by the City) to the Department Contact and to the City's IPM Coordinator each month containing at least the following information:

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- 6.11.1 Trade and common chemical name of product dispensed
- 6.11.2 Environmental Protection Agency registration number
- 6.11.3 Volume of chemical used in each area treated
- 6.11.4 Specific areas treated
- 6.11.5 Targeted pest
- 6.11.6 Application date
- 6.11.7 Name of applicator

7.0 ADDITIONAL SERVICES AND MISCELLANEOUS PARTS

- 7.1 Additional services are not routine for the IPM program but will be the combination of additional services and miscellaneous parts shall not exceed quoted price per job. Additional services and parts with a total estimated cost over approved cost per job shall not be performed under the purchase order. Additional services are services not covered under the routine maintenance services scope of work identified in the specification.

- 7.2 The Performing Party shall provide a cost estimate, which the designated representative will approve or disapprove in writing prior to any work being performed. The City reserves the right to obtain service under a separate purchase order should it best serve the interest of the City.

Additional services and miscellaneous parts shall be paid as follows:

The Contractor shall provide, if listed as a line item on the solicitation, additional services for termites, other wood destroying insects, bed bugs, crazy ants, flea treatments, other pests not covered under the routine scope of work required in this specification and minor applications of caulk, removal of rodent droppings and disposal in an appropriate manner along with other sealing materials to eliminate pest harborage or access as approved on a case by case basis by the designated representative. The following guarantees shall apply:

- 7.2.1 Bed bug service shall have a 30-day guarantee.
 - 7.2.2 Crazy ant treatments shall have a 90-day guarantee.
 - 7.2.3 Flea Treatment shall have a 60-day guarantee.
 - 7.2.4 Termite treatment shall have a one-year guarantee.
- 7.3 MISCELLANEOUS MATERIALS: The Performing Party shall provide, if listed as a line item on the quote sheet, miscellaneous materials necessary to complete work allowed as additional services. Miscellaneous materials shall be paid at the cost approved by the designated representative prior to being provided.

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8.0 LOCATIONS

- 8.1 Performing Party shall quote separate prices for each building. See Attachment B for locations.

NOTE: Areas are approximate and cannot be guaranteed. Performing Party is to treat the buildings described irrespective of actual area.

- 8.2 Locations may be added or deleted at any time. New locations will be priced at the same price as similar sized buildings already on the contract. There will be no additional charge for first time inspection of buildings added to the contract.

9.0 PERFORMING PARTY PERFORMANCE

Performing Party performance will be monitored on a regular basis by The City and will consider the following performance by the Performing Party as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:

- 9.1 One instance within one year of Performing Party personnel assigned to an authorized service call not having the license required to perform the service.
- 9.2 Two instances within one year of response time, as defined in this specification, to an authorized service call exceeding the time limit. * NOTE: Unsatisfactory performance may result in a negative Performing Party performance report or cancellation of the contract or both.
- 9.3 Failure to provide the Pesticide Use Record to the Contract Manager by the requested due date, which will fall around the middle of each January during the Contract term.

10.0 BUILDING RESTRICTIONS

- 10.1 **PARKING:** The Performing Party shall establish parking arrangements with the designated representative prior to off-loading tools and equipment at a location. The Performing Party shall park only in spaces assigned by the designated representative.
- 10.2 **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.
- 10.3 **SECURITY:** The Performing Party shall provide an updated list of all Performing Party personnel or subcontractors at each location and comply with all security measures required by The City.

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- 10.4 ACCESS: The Performing Party shall make prior arrangements with the Contract Manager and/or designated representative to obtain security access badges for access to the building(s) for performance of the service.

11.0 PERSONNEL CONTINUITY AND REPLACEMENT

- 11.1 The City recognizes that events beyond the control of the Performing Party such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of any key personnel shall require the Performing Party propose a replacement. In the event such a replacement is necessary, Performing Party agrees that personnel shall not begin work on the project without prior written approval from the City.
- 11.2 If the Performing Party or the City determines any key personnel is unable to perform in accordance with the service requirements or to communicate effectively, the Performing Party shall immediately remove that person.
- 11.3 Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to the City.
- 11.3.1 Experience, references and copies of licenses or registrations will be requested for the proposed replacement(s).
- 11.3.2 The City may reject any replacement if references or past working performance is questionable or unfavorable.
- 11.3.3 The City will be the sole judge of the qualifications of the proposed replacement personnel.

12.0 PERFORMING PARTY PERSONNEL SAFETY

The Performing Party shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to:

- 12.1 Wearing eye protection, protective clothing and safety shoes.
- 12.2 Using chemicals and compounds in strict conformance with the manufacturer's instructions and submitting SDS or GHS SDS forms.
- 12.3 Storing all chemicals or compounds in a locked company vehicle when not in use, while on premises. Chemicals shall not be left unattended in an unlocked area on premises.
- 12.4 Thoroughly examining and becoming familiar with the areas of the facilities to be serviced, prior to the beginning of the service, in order for service to be completed in an orderly and safe manner.

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- 12.5 Reporting immediately the existence of unsafe condition(s), which will compromise the safety of personnel or completion of the service, to the designated representative.
- 12.6 Maintaining a safe work environment at all times.
- 12.7 Protective clothing, equipment, and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

13.0 PRICING

- 13.1 The monthly/bi-monthly/quarterly price given on the quote sheet must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.
- 13.2 The hourly rate given on the quote sheet for non-contract buildings and special callouts must be all-inclusive for inspections, material, treatments, bait stations, callbacks, etc.

14.0 INVOICING REQUIREMENTS

The Contractor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached to include but not be limited to; copies of invoices from subcontractors or other entities to which Contractor has made payment and requires reimbursement from. The original invoice shall be sent to The City's Contract Manager, unless otherwise shown on the purchase order to ensure timely payment and shall include the following:

- 14.1 Contractor name as it appears on the purchase order
- 14.2 Complete 16-digit purchase order number
- 14.3 Contractor Employer Identification Number (EIN).
- 14.4 Date and time of service.
- 14.5 Location of service.
- 14.6 Building number, if applicable.
- 14.7 Type of service performed.
- 14.8 Remit to address
- 14.9 Telephone number
- 14.10 Grand total

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- 14.11 A copy of the service ticket containing all required information. Example to be provided by City's Contract Manager.

NOTE: Invoices requiring correction shall be re-submitted with a new invoice date.

15.0 CITY OF AUSTIN RESPONSIBILITIES

- 15.1 Provide a designated representative as the primary point of contact.
- 15.2 Provide the names of the points of contact for each designated location.
- 15.3 Approve in email service schedules prior to the Performing Party beginning work.
- 15.4 Approve all chemicals to be used to perform services within two business days of receipt.
- 15.5 Post the Pest Control Signs provided by the Performing Party.
- 15.6 Provide the Consumer Information Sheets, provided by the Performing Party, to employees.
- 15.7 Inform the Performing Party of any restrictions or areas requiring special scheduling.
- 15.8 Make reasonable arrangements to make building(s) available to the Performing Party for the performance of service under the purchase order. The designated representative will escort the Performing Party's personnel to all locked areas.
- 15.9 Identify and discuss with the Performing Party any known problem areas or specific pest problems in the building.
- 15.10 Respond to Performing Party's written requests to alter service dates within three business days from receipt of the request.
- 15.11 Provide issued access badges to Performing Party's key personnel.

16.0 CONTACT INFORMATION

The City's shall provide a designated Contract Manager(s) and IPM Coordinator for this scope of services



Exhibit E

Office of the Secretary of State

CERTIFICATE OF FILING OF

WORKQUEST
43235201

[formerly: TIBH INDUSTRIES, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 08/30/2018

Effective: 08/30/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 03/26/2018

DEPT: Financial Services

TO: Purchasing Officer or Designee

FROM: Cyrenthia Ellis

BUYER: Cyrenthia Ellis

PHONE: (512) 974-1709

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☐ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☒ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This request is for a 3 year contract with 2, 12 months extensions. State Law allows political subdivisions to substitute services available from blind or disabled persons for those which could be purchased from private business without securing competitive bids (Texas Human Resources Code, Section 122.017). Texas Industries for the Blind and Handicapped Inc is such an entity. Comparison of TIBH pricing in past years has shown them to be at or below those of the private sector. The City has determined that the use of cooperatives is the best value to the City.

4. Please attach any documentation that supports this exemption.
5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

TIBH has provided Pest Control Services for City departments on various projects within the past year and has been reliable and provided exemplary service. They have been responsive to department request and timely with and accurate with invoicing. Comparison among other cooperatives found TIBH to be comparable or less in price.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Texas Industries for the Blind and Handicapped Inc which will cost approximately \$ 450,000.00 (Provide estimate and/or breakdown of cost).

Recommended
Certification

Cynthia Ellis 4.4.18
Originator Date

Approved
Certification

Shawn Willett 5/21/18
Department Director or designee Date

Ernie Hart 6/1/18
Assistant City Manager / General Manager Date
or designee (if applicable)

Purchasing Review
(if applicable)

Cynthia Ellis 4.4.18
Buyer Date Manager Initials

Exemption Authorized
(if applicable)

M/A
Purchasing Officer or designee Date

02/26/2013

CITY OF AUSTIN
PEST CONTROL SERVICES FOR AUSTIN WATER UTILITY SITES

ITEM NO.	SITE LOCATION	SITE ADDRESS	TOTAL FACILITY AREA	UNIT PRICE	MONTHS	EXTENDED PRICE (unit price X months)
1	Waller Creek Center	625 E. 10th St. Austin TX 78701	130,000 sq ft	\$	12	\$
2	Davis Water Treatment Plant	3500 W. 35th St Austin TX 78703	7,500 sq ft	\$	12	\$
3	Tim Louviere Service Center and Annex	6101 Harold Court Austin TX 78721	19,000 sq ft	\$	12	\$
4	Glen Bell Service Center	3907 South Industrial Dr Austin TX 78744	85,000 sq ft	\$	12	\$
5	Govalle	911 Linger Lane 78721	15,000 sq ft	\$	12	\$
6	Hornsby Bend Bio-solid Mgt Plant (2 buildings)	2210 F.M. 973 Austin TX 78725	33,000 sq ft	\$	12	\$
7	North Service Center	901 West Koenig Lane Austin TX 78756	15,000 sq ft	\$	12	\$
8	South Austin Regional Treatment Plant	1017 Fallwell Lane Delvalle 78617	22,000 sq ft	\$	12	\$
9	South First Support Center (3 buildings)	3616 South 1st St. Austin TX 78704	35,000 sq ft	\$	12	\$
10	Travis Water Treatment Plant #4	FM 620 & Bullick Hollow Austin TX 78732	11,100 sq ft	\$	12	\$
11	Ullrich Water Treatment Plant	1000 Forest View Drive Austin TX 78746	14,443 sq ft	\$	12	\$
12	Walnut Creek Water Treatment Plant	7113 East MLK Blvd 78724	16,000 sq ft	\$	12	\$
13	Summit Hill Water Quality Lab	14050 Summit Dr. #121 Austin TX 78728	8,900 sq ft	\$	12	\$
14	Webberville Service Center	2600 Webberville Road Austin TX 78702	33,000 sq ft	\$	12	\$

Library Sites

GROUNDS MAINTENANCE / LANDSCAPING

<u>FACILITY</u>	<u>ADDRESS</u>	<u>APPROX. ACREAGE</u>	<u>BUILDING SQUARE FOOTAGE</u>
Carver	1161 Angelina	2.984	16,000
Cepeda	651 N Pleasant Valley Rd	4.187	8,110
Oak Hill	5125 Convict Hill Rd	4.25	8,580
Harris Branch (lot)	11105 Harris Branch Pkwy	1	
Howson	2500 Exposition	0.706	6,700
Little Walnut	835 W Rundberg	0.78	11,000
Milwood	12500 Amherst Dr	7.49	8,266
Manchaca Road	5500 Manchaca	2	14,500
North Village	2505 Steck Ave	1.52	10,738
Old Quarry	7051 Village Center Dr	0.425	8,300
Pleasant Hill	211 E William Cannon	1.358	8,000
Ruiz	1600 Grove Blvd	5.637	16,000
Southeast Austin	5803 Nuckols Crossing	3.24	8,320
Spicewood Springs	8637 Spicewood Springs	3.05	13,257
Terrazas	1105 E Cesar Chavez	1.494	10,743
Twin Oaks	1806 South 5th St	2.0059	10,120
University Hills	4721 Loyola Ln	1.3	8,000
Willie Mae Kirk	3101 Oak Springs Dr	2.737	10,989
Windsor Park	5833 Westminster Dr	1.923	10,000
Yarborough	2200 Hancock Dr	1.553	15,120
New Central Library	710 W. César Chávez St.		300,231
John Henry Faulk	800 Guadalupe St.		110,633
Austin History Center	810 Guadalupe St.		36,000
Recycled Reeds	5335 Burnet Rd.		7,675
Zaragoza Warehouse	635 N. Pleasant Valley Rd.		24,430
		TOTAL - 50	681,712